

Kitsap 911 Executive Committee Meeting
May 24, 2023 ~ 1:00 PM to 3:00 PM
Via Zoom or in-person at Kitsap 911

A G E N D A

1. Call to Order (Chair)
2. Public Comment (limited to 2 minutes per speaker) (Chair)
3. Additions to Agenda (Chair)
4. Approval of Minutes (04/26/2023) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
 - a. A/P Warrant Numbers 5621 through 5689
Total \$632,875.81
 - b. Payroll Dated: 04/28/2023 and 05/12/2023
Total: \$884,297.06
 - c. Use Tax: 04/01/2023-04/30/2023
Total: \$42.03
6. Ratification of Executed Contracts
 - a. K911-069 Bainbridge Island Resolution #03-2023 transfer its interest in equipment located on leased property on Mandus Olson Road with Bainbridge Island School District, Termination 2095.
7. Action Item
 - a. 2024 Operating Budget (Rogers)
8. Discussion Items
None
9. Staff Reports (time-permitting)
 - a. LMR Project Update (Peabody)
 - b. Finance Report (Rogers)
 - c. Staffing Report (Jameson)
 - d. Goals and Tech Projects Update (Kirton/Wecker)
 - e. Emerging Issues (Kirton)
10. Good of the Order
11. Adjourn

Topic: Kitsap 911 Executive Committee
Time: May 24, 2023 1:00PM Pacific Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/87067478180?pwd=L0FYWjhWk0tzcDlacUlyMll3TDlSZz09>

Meeting ID: 870 6747 8180

Passcode: 911

One tap mobile

+12532050468,,87067478180#,,,,*911# US

+12532158782,,87067478180#,,,,*911# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

Meeting ID: 870 6747 8180

Passcode: 911

Find your local number: <https://us06web.zoom.us/j/87067478180>



Kitsap 911 Executive Committee Meeting of April 26, 2023

The Kitsap 911 Executive Committee met via a virtual Zoom meeting and in-person at Kitsap 911. Present were Director Dusty Wiley (Chair), Director David Ellingson, Director John Gese, Director Greg Wheeler, Strategic Advisory Vice Chair Jim Gillard, Legal Counsel for Kitsap 911 Ken Bagwell, Deputy Director Maria Jameson-Owens, Finance Manager Steve Rogers, Technical Systems Manager Brandon Wecker, Radio Program Manager Scott Peabody, and Administrative Specialist Stephanie Browning.

Guests: None

Absent: Director Joe Deets, Executive Director Richard Kirton, Strategic Advisory Board Chair Chief Ron Harding

Call to Order. Chair Dusty Wiley called the meeting to order at 1304.

Public Comment: None

Additions: None

Approval of Minutes 03/22/2023:

Director David Ellingson made a motion to approve minutes from 03/22/2023. Motion was seconded by Director Dusty Wiley. Motion Passed.

Approval of Payment of Claims-Fund 89822:

**Director David Ellingson moved approval of A/P 5553 through 5620 Total \$829,637.36
Payroll dated 03/31/2023 and 04/14/2023 Total \$842,030.19
Motion was seconded by Director Dusty Wiley. Motion Passed.**

Ratification of Executed Contract:

K911-067 ADCOMM Engineering-This is a professional service contract to work on the review and the obtaining off FCC licenses for the radio project.

K911-068 Wellspring Employee Assistance Program-This is an updated contract for employee assistance. Kitsap 911's previous vendor stopped operating at the end of March and we selected Wellspring, which is the same company Kitsap County uses, to replace it.

Director David Ellingson made a motion to ratify contract K911-067 with ADCOMM Engineering and K911-068 with Wellspring. Motion was seconded by Director John Gese. Motion Passed.

Action Items:

None

Discussion Items:

None

Staff Reports:

LMR Project Update

Scott Peabody presented the current progress (presentation attached). Factory staging occurred in Austin Texas and quality management was completed. Field installation will begin when construction drawings are completed, installation check lists are submitted and approved, and safety plans submitted and approved.

For the LMR Project, we are working through the process, reference checks and interview the project teams. Mr. Peabody is particularly proud of the communication efforts between Kitsap 911 and the stakeholders that are within our community.

Finance Report

Finance Manager Steve Rogers reported our financial position as of March 31, 2023 (attached in agenda packet). The revenues came in almost right in line with the budget. The operating labor was under budget and operating supplies and services were under budget. 3.1M have been spent on the LMR project to date. No concerns at this point.

Staffing Report

Maria Jameson-Owens reported as of today, Kitsap 911 is 8 people short in operations. There are six employees in law enforcement training on the operations floor four employees in call receiver training on the floor, and four additional in classroom training. The new hire process is currently open, and applications are being reviewed for an August hire date. Admin and Technical groups are fully staffed.

Goals Update

Technical Systems Manager Brandon Wecker reported on the 2023 Projects and Status.

2012-9 Replace Security System- This is for the CCTV system and card access for the building. Great progress is being made on the project. A lot of the preparatory work and installation of cameras from the vendors has been taking place.

2022-12 MCT Replacement- Other than a few miscellaneous connectors, all the equipment has been received, but we are working to build the imaging with the vendor and expect to be imaging within the

next few weeks. Coordination will take place with the agencies for what and when MCTs will be distributed.

2019-12 Support RMS/JMS replacement- Kitsap 911 has been working with Kitsap County on their Hexagon statement of work. They have a tentative cutover date of May 21st, and we will be working to develop what Kitsap 911's support will be for that day.

2022-13 CAD-to-CAD interface with South Sound 911- This project will create a CAD-to-CAD link between the two agencies. Kitsap 911 has begun configuration work and working on marry up event types and units with South Sound 911.

Emerging Issues-

None

Good of the Order-

Director David Ellingson wanted to tell Stephanie Browning how we appreciate her and all the work she does to keep this agency successful and wish her a Happy Administrative Professionals Day.

Adjournment 13:24

The next regular meeting of the Kitsap 911 Executive Committee will be April 12, 2023

Executive Committee Radio Program Update

April 26, 2023

R. Scott Peabody, P.E.

speabody@kitsap911.org

360 552-8402





Topics

- Microwave System Status
- RFP Evaluation Process
- Next Steps





Factory Staging the Microwave System

Teal
Lake

Hansville
Road

Suquamish

Mandus Olson

Orchard Heights

View
Park

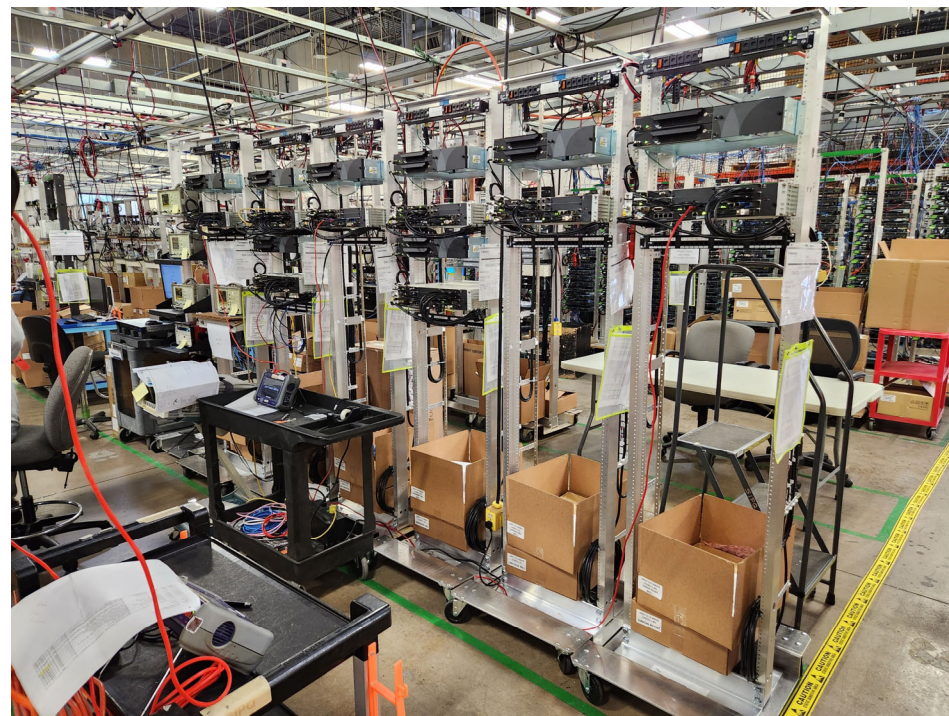
Cencom

Gold
Mtn.

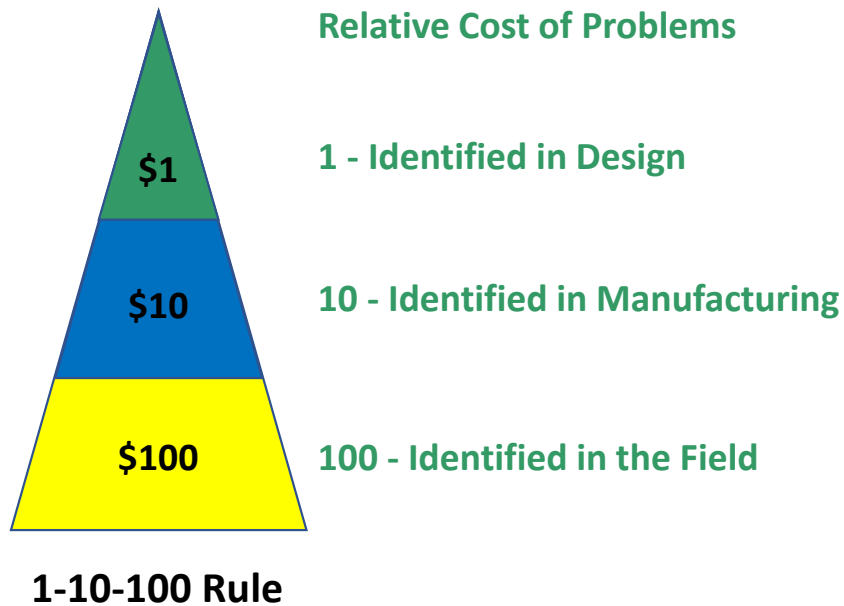
Newberry
Hill

Simon
Point

Lincoln
Hill



~~Factory~~ ^{Field} Acceptance Testing and Quality Mgmt.



Field Installations will begin when:

1. Construction Drawings are Complete
2. Installation Checklists Submitted and Approved
3. Safety Plans Submitted and Approved For Each Site
 1. Job Hazard Assessments
 2. Emergency Plans
 3. Fall Protection Checklists
 4. Safety Meeting Protocols

Evaluation Process and Building Consensus

2

Significant Factors

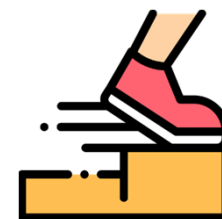
Evaluation Criteria – Phase 2	
Factor	Importance
Project Understanding and Approach	20
Qualifications and Experience	10
User Radio Equipment and Services	20
Console System Equipment and Services	20
Radio Infrastructure and Backhaul Equipment and Services	20
Coverage and Interoperability	20
Interviews with Project Teams	10
References Interviews	10
Expectation of Delivery Performance Based on Past Delivery Performance	20
Equipment Demonstrations	10
Annualized Costs for Equipment, Services, and Recurring Expenditures for Comparable Systems	40
Total	200

Process (Similar to Microwave)

Recommendations from:

1. Radio Steering Committee
2. Strategic Advisory Board
3. Kitsap 911 Executive Director

To date, at least 53 Kitsap Public Safety people have been involved in some capacity in the vendor selection.



Next Steps

- **Finish Planning and Begin Installation of Microwave System**
- **Develop Frequency Plan**
- **Complete Evaluation of RFP Responses**
- **Request Leadership Approval**



ACCOUNTS PAYABLE
 Warrants 5621-5649
 As Of: 05/01/2023

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6583	04/12/2023	05/01/2023	154 ABM JANITORIAL SERVICES	480.06	March 2023 Extra Days
6584	04/20/2023	05/01/2023	167 CDW GOVERNMENT	238.32	2022-0527
6585	04/13/2023	05/01/2023	167 CDW GOVERNMENT	1,128.09	2023-0224
6586	04/06/2023	05/01/2023	167 CDW GOVERNMENT	4,455.33	2023-0404
6587	02/21/2023	05/01/2023	167 CDW GOVERNMENT	41,496.00	2023-0117 NetMotion Software
6588	04/16/2023	05/01/2023	172 CENTURYLINK	3,234.28	04.16.23-05.16.23
6589	04/16/2023	05/01/2023	324 CINTAS FIRE 636525	977.34	Annual Alarm Testing and Inspection
6590	04/25/2023	05/01/2023	324 CINTAS FIRE 636525	1,671.85	Annual Sprinkler Inspection and Backflushing
6591	04/25/2023	05/01/2023	174 CITY OF BREMERTON UTILITY BILLING	617.67	03.06.23-04.03.23
6592	04/24/2023	05/01/2023	470 COMCAST	512.78	04.18.23-05.17.23
6593	04/17/2023	05/01/2023	555 EVERGREEN HEALTH	2,055.00	March 1-31, 2023
6594	04/17/2023	05/01/2023	198 FEDEX	88.60	April 14, 2023 Statement
6595	04/12/2023	05/01/2023	556 FRESHWORKS INC. SUBSIDIARIES	9,246.18	Annual Freshdesk Support Renewal 04.12.23-04.12.24
6596	04/27/2023	05/01/2023	201 GTP ACQUISITION PARTNERS I LLC	4,852.14	View Park Tower Rental
6597	04/26/2023	05/01/2023	570 HIS HANDS MAINTENANCE	376.60	Moss Control on property
6598	04/26/2023	05/01/2023	204 HOLADAY PARKS, INC.	4,351.62	Chiller #2
6599	04/26/2023	05/01/2023	207 INTERGRAPH CORPORATION	5,475.24	Purvis CAD Interdace Implemetation/Training
6616	04/27/2023	05/01/2023	585 JUSTICE SYSTEMS CORPORATION	126,459.60	January-March 2023 Security System Milestone Payments
6601	04/24/2023	05/01/2023	225 OFFICE DEPOT	58.45	2023-0419A
6602	04/24/2023	05/01/2023	228 ORKIN	141.17	May 2023 Service
6603	04/16/2023	05/01/2023	231 PAUL KIRCHOFF	42,050.01	Background Investigations 07/2022-02/2023
6604	04/24/2023	05/01/2023	232 PENINSULA LIGHT CO.	112.24	03/15-04/15/23
6605	04/17/2023	05/01/2023	261 PETEK & ASSOCIATES	2,695.00	March 2023 Pre-employment Psychological Exams
6606	04/26/2023	05/01/2023	235 PHILLIPS 66 CO/SYNCB	61.45	Current Balance
6600	04/25/2023	05/01/2023	436 PRINTING SERVICES, INC	819.00	2022 Annual Reports Printed
6607	04/24/2023	05/01/2023	240 PUBLIC UTILITY DISTRICT JEFFERSON COUNTY	199.57	03/12-04/12/23
6609	04/24/2023	05/01/2023	411093 ROGERS, STEVEN D	727.80	Travel Reimbursement
6608	04/24/2023	05/01/2023	457 SHELL SMALL BUSINESS	99.92	Current Statement 03/24-04/23/23
6613	04/26/2023	05/01/2023	275 STATE OF WASHINGTON	37.80	Old Age and Survivors Insurances 2022 Tax Year
6615	04/26/2023	05/01/2023	273 TPSC	96,775.00	May 2023 Medical
6610	04/26/2023	05/01/2023	264 VERIZON WIRELESS	1,180.15	03/11-04/10/23
6611	04/26/2023	05/01/2023	264 VERIZON WIRELESS	15,258.02	03/11-04/10/23
6612	04/26/2023	05/01/2023	425 WASHINGTON STATE AUDITORS OFFICE	1,383.48	03/23 Accountability Audit and Financial Audit
6614	04/19/2023	05/01/2023	267 WCP SOLUTIONS	933.59	2023-0417

Report Total: 370,249.35

ACCOUNTS PAYABLE

Kitsap 911

Time: 15:33:16 Date: 04/27/2023

As Of: 05/01/2023

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
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STATE OF WASHINGTON - COUNTY OF KITSAP

I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

<i>Stan Poz</i>	04/27/2023
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<i>Stephanie Browning</i>	04/27/2023
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ACCOUNTS PAYABLE

Warrant #5650-5671

As Of: 05/08/2023

Time: 08:15:29 Date: 05/05/2023

Page: 1

Kitsap 911

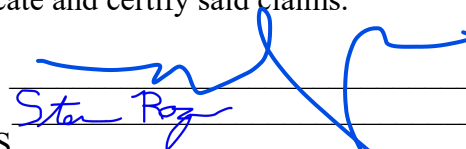

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6617	05/01/2023	05/08/2023	479 AT&T MOBILITY LLC	349.43	03/20-04/19/23
6618	04/24/2023	05/08/2023	167 CDW GOVERNMENT	463.97	20223-0823A
6619	05/02/2023	05/08/2023	551 CH2O, INC.	873.60	Labor for Glycol Installation 2023-031
6620	04/30/2023	05/08/2023	483 CONNECTWISE	2,194.92	05/01-05/31/2023
6621	02/16/2023	05/08/2023	188 DATEC INCORPORATED	129,991.68	2022-1206
6622	04/30/2023	05/08/2023	564 DOORDASH INC	120.00	April 2023 Corporate DashPass
6623	05/01/2023	05/08/2023	579 EADIE KALTENBACHER	12,750.00	April 2023
6624	04/18/2023	05/08/2023	506 ESCHAT	2,330.31	ESCHAT annual renewal
6625	05/01/2023	05/08/2023	198 FEDEX	116.63	April 28, 2023 Statement
6642	05/01/2023	05/08/2023	586 FOUND THERAPY SERVICES, PLLC	1,200.00	Wellness Presentations
6636	05/02/2023	05/08/2023	570 HIS HANDS MAINTENANCE	993.72	May 2023 Landscaping Services
6627	03/28/2023	05/08/2023	204 HOLADAY PARKS, INC.	784.06	Thermostat fix
6628	04/28/2023	05/08/2023	204 HOLADAY PARKS, INC.	1,419.60	2023 April Maintenance Controls
6629	05/01/2023	05/08/2023	210 KELLEY IMAGING	554.39	05/15-06/14/2023
6630	05/01/2023	05/08/2023	376 KITSAP COUNTY I.S. DEPT	15,290.51	April 2023
6631	05/01/2023	05/08/2023	226 MAGNUM PRINT SOLUTION	201.86	2023-0424A
6632	05/01/2023	05/08/2023	226 MAGNUM PRINT SOLUTION	529.53	2023-0424A
6633	05/01/2023	05/08/2023	226 MAGNUM PRINT SOLUTION	1,343.33	2023-0424A
6626	04/28/2023	05/08/2023	476 MARK SIPES, HARBOR ENGRAVING	50.69	Award plates
6634	05/03/2023	05/08/2023	518 METALCRAFT, INC	850.20	2023-0307A
6635	04/30/2023	05/08/2023	507 NORTHWEST OPEN ACCESS NETWORK	312.00	April 2023
6637	05/02/2023	05/08/2023	245 SELECT ADVANTAGE	325.00	911 Dispatch Assessment for April 2023
6638	05/02/2023	05/08/2023	249 SPOK, INC.	56.40	04/01-05/31/2023
6640	05/01/2023	05/08/2023	311 T-MOBILE	10.62	03/21-04/20/23
6639	05/01/2023	05/08/2023	259 THE DOCTORS CLINIC	463.00	Applicant Medical Testing

Report Total: 173,575.45

STATE OF WASHINGTON - COUNTY OF KITSAP

I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY
 AUDITING OFFICER
 ATTACHED DOCUMENTS ARE ORIGINALS
 AND CERTIFIED BY
 EXECUTIVE COMMITTEE CHAIR


 _____ 05/05/2023

 _____ 05/05/23

ACCOUNTS PAYABLE

Kitsap 911

Warrants # 5672-5689

Time: 16:04:58 Date: 05/11/2023

As Of: 05/16/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6653	05/08/2023	05/16/2023	573 BAGWELL LAW PLLC	604.50	04.01.23-04.30.23
6654	05/10/2023	05/16/2023	191 DEPARTMENT OF NATURAL RESOURCES	54,308.53	Gold MT Tower 06/01/23-05/31/24
6655	05/02/2023	05/16/2023	564 DOORDASH INC	630.00	Expensed Meals
6657	05/10/2023	05/16/2023	216 LANGUAGE LINE SERVICES, INC.	558.03	04/01-04/31/23
6659	05/09/2023	05/16/2023	366 LEXISNEXIS CLAIMS SOLUTIONS INC.	3,355.20	Kitsap 911 Monthly Payment COPLOGIC
6658	05/10/2023	05/16/2023	561 LUMEN, LEVEL3 COMMUNICATIONS LLC	1,345.94	05/01-05/31/23
6656	05/10/2023	05/16/2023	476 MARK SIPES, HARBOR ENGRAVING	80.26	Plaque for appreciation Kitsap 911 Board of Director Robert Gelder
6660	05/05/2023	05/16/2023	519 NATIONAL TESTING NETWORK	46.00	April 2023 Testing
6661	05/04/2023	05/16/2023	228 ORKIN	1,632.38	06/23-06/24
6662	05/04/2023	05/16/2023	233 PENINSULA SERVICES	60.00	04/07 and 04/21/23 Shred Services
6663	05/08/2023	05/16/2023	241 PUGET SOUND ENERGY	13,659.37	May 2023 Electrical
6664	05/10/2023	05/16/2023	510 RAYONIER LLC	540.07	Teal Lake Tower True-Up
6665	05/10/2023	05/16/2023	346 SAFEGUARD BUSINESS SOLUTIONS, LOCKBOX 229	293.35	Accounts Payable Checks
6666	05/10/2023	05/16/2023	259 THE DOCTORS CLINIC	13.00	Medical Testing- Revised Invoice to include Vision Test 03/16/23
6670	05/03/2023	05/16/2023	263 US BANK	9,050.12	04.25.2023 Statement
6669	05/10/2023	05/16/2023	482 US BANK	25.75	Travel Card- *paying statement balance and using remaining credit
6667	05/10/2023	05/16/2023	581 WELLSRING FAMILY SERVICES	2,302.56	EAP Services 04/23-03/24
6668	05/10/2023	05/16/2023	163 WM CORPORTATE SERVICES INC	545.95	04/01-04/30/23
Report Total:				89,051.01	

STATE OF WASHINGTON - COUNTY OF KITSAP

I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said claims.

APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

Stephanie Browning 05/12/2023
Stephanie Browning 05/11/23



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 04/28/2023
Pay Period: 04/10/2023 to 04/23/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 234,594.11
941 Tax (Withholding, Social Security & Medicare)	90,618.63
Unemployment	637.06
Labor & Industries	1,557.43
PFMLA	2,645.24
PERS 2 & PERS 3	56,253.10
Washington State Deferred Comp	1,938.98
Mission Square Deferred Comp and Roth IRA	3,404.33
AFLAC	687.95
Guild Dues	1,755.00
Total Payroll	\$ 394,091.83

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,394.79	\$ 48,172.97	\$ 50,567.76
Dental Insurance	184.19	3,649.51	3,833.70
Life Insurance	178.62	351.75	530.37
Total Health Care & Other Benefits/Deductions			\$ 54,931.83

I, the undersigned, do hereby certify that the payroll for the period listed above is just, true and correct; that the persons whose names appear thereon actually performed labor; that the amounts are actually due and unpaid, and the salary warrants and related benefits warrant shall be issued.

Payroll Amount Approved:	<u>\$ 449,023.66</u>
Transferred to Payroll Account	<u>\$ 394,091.83</u>

Prepared By (Kitsap 911)

04/25/2023

DATE

Authorized Signature (Kitsap 911)

DATE

Executive Committee Chair

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE


Pay Date: 05/12/2023
Pay Period: 04/24/2023 to 05/07/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 228,438.47
941 Tax (Withholding, Social Security & Medicare)	87,840.62
Unemployment	629.43
Labor & Industries	1,499.58
PFMLA	2,575.92
PERS 2 & PERS 3	55,573.88
Washington State Deferred Comp	1,939.74
Mission Square Deferred Comp and Roth IRA	3,527.62
AFLAC	687.95
Guild Dues	1,755.00
Total Payroll	\$ 384,468.21

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,155.35	\$ 44,579.28	\$ 46,734.63
Dental Insurance	153.06	3,405.88	3,558.94
Life Insurance	178.63	332.99	511.62
Total Health Care & Other Benefits/Deductions			\$ 50,805.19

I, the undersigned, do hereby certify that the payroll for the period listed above is just, true and correct; that the persons whose names appear thereon actually performed labor; that the amounts are actually due and unpaid, and the salary warrants and related benefits warrant shall be issued.

Payroll Amount Approved:	<u>\$ 435,273.40</u>
Transferred to Payroll Account	<u>\$ 384,468.21</u>



Prepared By (Kitsap 911)

05/09/2023

DATE



Authorized Signature (Kitsap 911)

05/09/2023

DATE

Executive Committee Chair

DATE



Combined Excise Tax Return

604-008-144
KITSAP 911 PUBLIC AUTHORITY

Filing Period: April 30, 2023

Due Date: May 25, 2023

Filing Frequency: Monthly

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	456.85	0.00	456.85	0.065000	29.70
Total State Sales and Use					29.70

Local City and/or County Use Tax/Deferred Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	456.85	0.027000	12.33
Total Local City and/or County Use Tax/Deferred Sales Tax			12.33

Total Tax	42.03
Subtotal	42.03
Total Amount Owed	42.03

Prepared By: Steve Rogers
E-Mail Address: srogers@kitsap911.org
Submitted Date: 5/16/2023
Confirmation #: 0-033-548-308

Payment Type: Bank Account (ACH Debit)
Amount: \$42.03
Effective Date: 5/16/2023

Prepared by: Steve Rogers Date: 05/16/2023
 Steve Rogers, Finance Manager

Reviewed by: _____ Date: _____
 Richard Kirton, Executive Director

Approved by: _____ Date: _____
 Executive Committee Board Member



**KITSAP 911
CONTRACT REVIEW SHEET**

(Kitsap 911 Governing Directive #60 -Purchasing and Contracting)

A. GENERAL INFORMATION			
1. Contractor	Bainbridge Island Fire Department		
2. Purpose	Transfer interest in Equipment located on leased property with Bainbridge Island School District		
3. Contract Amount	\$1.00 per year	Disburse <input checked="" type="checkbox"/>	Receive <input type="checkbox"/>
4. Contract Term	Termination 2095		
5. Contract Administrator	Richard Kirton	Phone	307.5800
Approved:	<u>Richard Kirton</u> <i>Executive Director</i>	Date	<u>05/01/23</u>
B. ACCOUNTING INFORMATION			
1. Contract Control Number	K911-069		
2. Fund Name	Kitsap 911 Operations		
3. Payment from-Revenue to CC/Account Nbr	_____		
4. Encumbered By	_____	Date	_____
C. RISK MANAGER REVIEW			
1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Reviewer	Date
2. Comments: _____			
D. ATTORNEY REVIEW			
1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	Reviewer	Date
2. Comments: _____			
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # Purchasing and Contracting)			

Ratification by Kitsap 911 Executive Committee Chair

Date

Bainbridge Island Fire Department
8895 Madison Avenue NE
Bainbridge Island, WA 98110

BAINBRIDGE ISLAND FIRE DEPT.
Assignment Of Lease Rec Fee: \$ 206.50
05/09/2023 09:31 AM
Paul Andrews, Kitsap Co Auditor

202305090030

Page: 1 of 4

ASSIGNMENT *of Lease*

ASSIGNORS: Bainbridge Island Fire Department
ASSIGNEE: Kitsap 911

RECORDED LEASE: #9612200083
RECIORDED SUBLEASE: #3166840

Bainbridge Island Fire Department
8895 Madison Avenue NE
Bainbridge Island, WA 98110

Recording
Document

ASSIGNMENT

ASSIGNORS: Bainbridge Island Fire Dep
ASSIGNEE: Kitsap 911

RECORDED LEASE: #9612200083
RECIORDED SUBLEASE: #3166840

5/9/23

RESOLUTION #03-2023 EXHIBIT A

ASSIGNMENT

This assignment of Lease and Sublease "Assignment" is made on May 1, 2023 by and between Bainbridge Island Fire Department, a municipal corporation "Assignors", and Kitsap 911, a Public Development Authority "Assignee."

RECITALS

1. The Assignor is the Lessee of Lease Agreement between Bainbridge Island School District No. 303 (School District) and Assignor "Lease" recorded under Kitsap County Recording No. 9612200083 "Leased Property"; and
2. The Assignor subleases of a portion of the Leased Property to the City of Bainbridge Island pursuant to the terms of a sublease recorded under Kitsap County Recording No. 3166840 "Sublease"; and
3. The Assignee owns and operates the majority of the equipment located on the tower located on Leased Property and provides emergency communication services to the Assignor; and
4. The Assignor desires by this Assignment to assign to the Assignee its entire interest in the Lease and the Sublease and the Assignee desire by this Assignment to accept the same.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises set forth in the Agreement the parties agree as follows:

1. **Assignment.** Effective as of the date set forth above (the "Effective Date"), the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor: (a) its entire interest in the Lease and Sublease.
2. **Consent Contingency.** This assignment is conditioned on Bainbridge Island School District's Consent, which consent shall be set forth in form attached hereto as **Exhibit A**.
3. **Consideration.** This assignment is being transferred in consideration of enhanced public safety that will be generated by providing Kitsap 911 with a greater span of control over its equipment located on the Leased Property and in consideration of Kitsap 911's assumption of the Lease expenses and any future liabilities associated with the Lease and Sublease.
4. **Assignor Representations.** Assignor hereby warrants that Assignor is not aware of any potential claims, liabilities, lawsuits or causes of action of any party, pursuant to the subject Lease or Sublease.
5. **Assignee Representations.** Assignee hereby assumes and agrees to fulfill the conditions of said Lease and Sublease from the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from any and all claims, liabilities or causes of action arising from the Lease and Sublease on or after the Effective Date.

DATED this 1st day of May 2023.

Bainbridge Island Fire Department

Kitsap 911

BY: 


BY:  Richard Kirton (May 2, 2023 16:38 PDT)

EXHIBIT A

Consent of the School District

In consideration of the agreements and covenants of the parties set forth herein, the School District hereby gives its consent to the following Assignments:

1. Assignment of the Lease Agreement between Bainbridge Island School District No. 303 (School District) and Bainbridge Island Fire Department dated November 27, 1996 and recorded under Kitsap County Recording No. 9612200083 to Kitsap 911, a Public Development Authority.
2. Assignment of the Sublease between Bainbridge Island Fire Department as Lessor and the City of Bainbridge Island as Lessee as recorded under Kitsap County Recording No. 3166840 to Kitsap 911, a Public Development Authority.
3. This consent shall not be deemed a consent to any further or additional assignments or subleases of any interest in either the Lease or Sublease.
4. This consent shall relieve Bainbridge Island Fire Department from any obligation under the Lease.

DATED this 28th day of April 2023.

Bainbridge Island School District No. 303

BY: Peter Berg-Kreider



Safeguarding lives, property, and the environment through prevention, education, and emergency response.

RESOLUTION #03-2023
Radio Tower Disposition

A RESOLUTION of the Board of Commissioners of Bainbridge Island Fire Department, authorizing the assignment and transfer of any interests and liabilities in its Lease Agreement with Bainbridge Island School District No. 303 dated November 27, 1996 and in its Radio Transmitter Sublease with the City of Bainbridge Island to Kitsap 911 and the Leasehold Improvements and personal property located on the Leased Property.

WHEREAS, in 2016 Bainbridge Island Fire Department transferred its interest in most of the equipment located on property the Fire Department leases from Bainbridge Island School District No. 303 "Leased Property" to Kitsap County for ultimate transfer to Kitsap 911 a public development authority; and

WHEREAS, Bainbridge Island Fire Department subleased a portion of the Leased Property to the City of Bainbridge Island Police Department which sublease is recorded under Kitsap County Recording Number 3166840 "Sublease;" and

WHEREAS, Bainbridge Island Fire Department owns a tower and building on the Leased Property "Leasehold Improvements"; and

WHEREAS, Bainbridge Island Fire Department has determined that it would be in the best interest of public safety for Kitsap 911 to own the leasehold interest in the Leased Property including the Sublease and the Leasehold Improvements as such assets directly support the operations of Kitsap 911; and

WHEREAS, Assignment of the Lease and the Sublease require the consent of Bainbridge Island School District No. 303; and

THE BOARD OF COMMISSIONERS OF BAINBRIDGE ISLAND FIRE DEPARTMENT, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are hereby incorporated by reference as if set forth fully herein.



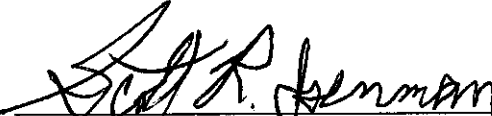
Safeguarding lives, property, and the environment through prevention, education, and emergency response.

SECTION 2. The Board of Commissioners hereby declares as surplus any interest the District has in the Lease, Sublease and Leasehold Improvements.

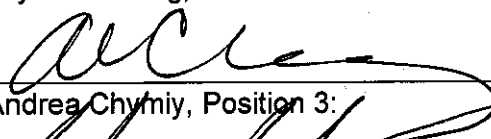
SECTION 3. Subject to the consent of Bainbridge Island School District No. 303, The Board of Commissioners hereby assign, release and transfer to Kitsap 911 any and all interest it has in the Lease and Sublease pursuant to the terms of the assignment attached as **Exhibit A**.

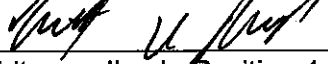
SECTION 4. The Board of Commissioners hereby transfers to Kitsap 911 any and all ownership interest it has in the Leasehold Improvements pursuant to the terms of the Bill of Sale attached as **Exhibit B**.

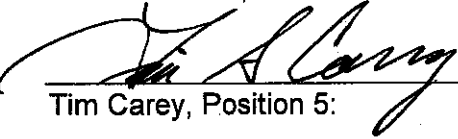
Adoption: ADOPTED by the Board of Commissioners of Bainbridge Island Fire Department, Kitsap County, Washington, at a regular open public meeting of such Board on the 27th day of April, 2023, the following commissioners being present and voting:



 Scott R. Isenman, Position 1: In favor / Opposed / Abstained / Absent

Jay Rosenberg, Position 2: In favor / Opposed / Abstained / Absent


 Andrea Chymiy, Position 3: In favor / Opposed / Abstained / Absent


 Fritz von Ibsch, Position 4: In favor / Opposed / Abstained / Absent


 Tim Carey, Position 5: In favor / Opposed / Abstained / Absent

Attest: 
 Jared Moravec, Board Secretary

RESOLUTION #03-2023 EXHIBIT A

ASSIGNMENT

This assignment of Lease and Sublease "Assignment" is made on May 1, 2023 by and between Bainbridge Island Fire Department, a municipal corporation "Assignors", and Kitsap 911, a Public Development Authority "Assignee."

RECITALS

1. The Assignor is the Lessee of Lease Agreement between Bainbridge Island School District No. 303 (School District) and Assignor "Lease" recorded under Kitsap County Recording No. 9612200083 "Leased Property"; and
2. The Assignor subleases of a portion of the Leased Property to the City of Bainbridge Island pursuant to the terms of a sublease recorded under Kitsap County Recording No. 3166840 "Sublease"; and
3. The Assignee owns and operates the majority of the equipment located on the tower located on Leased Property and provides emergency communication services to the Assignor; and
4. The Assignor desires by this Assignment to assign to the Assignee its entire interest in the Lease and the Sublease and the Assignee desire by this Assignment to accept the same.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises set forth in the Agreement the parties agree as follows:

1. **Assignment.** Effective as of the date set forth above (the "Effective Date"), the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor: (a) its entire interest in the Lease and Sublease.
2. **Consent Contingency.** This assignment is conditioned on Bainbridge Island School District's Consent, which consent shall be set forth in form attached hereto as **Exhibit A**.
3. **Consideration.** This assignment is being transferred in consideration of enhanced public safety that will be generated by providing Kitsap 911 with a greater span of control over its equipment located on the Leased Property and in consideration of Kitsap 911's assumption of the Lease expenses and any future liabilities associated with the Lease and Sublease.
4. **Assignor Representations.** Assignor hereby warrants that Assignor is not aware of any potential claims, liabilities, lawsuits or causes of action of any party, pursuant to the subject Lease or Sublease.
5. **Assignee Representations.** Assignee hereby assumes and agrees to fulfill the conditions of said Lease and Sublease from the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from any and all claims, liabilities or causes of action arising from the Lease and Sublease on or after the Effective Date.

DATED this 1st day of May 2023.

Bainbridge Island Fire Department

Kitsap 911

BY: 


BY:  Richard Kirton (May 2, 2023 16:38 PDT)

EXHIBIT A

Consent of the School District

In consideration of the agreements and covenants of the parties set forth herein, the School District hereby gives its consent to the following Assignments:

1. Assignment of the Lease Agreement between Bainbridge Island School District No. 303 (School District) and Bainbridge Island Fire Department dated November 27, 1996 and recorded under Kitsap County Recording No. 9612200083 to Kitsap 911, a Public Development Authority.
2. Assignment of the Sublease between Bainbridge Island Fire Department as Lessor and the City of Bainbridge Island as Lessee as recorded under Kitsap County Recording No. 3166840 to Kitsap 911, a Public Development Authority.
3. This consent shall not be deemed a consent to any further or additional assignments or subleases of any interest in either the Lease or Sublease.
4. This consent shall relieve Bainbridge Island Fire Department from any obligation under the Lease.

DATED this 29th day of April 2023.

Bainbridge Island School District No. 303

BY: Peter Bong-Kreider

RESOLUTION #03-2023 EXHIBIT B

BILL OF SALE AND HOLD HARMLESS AGREEMENT

In consideration of the public safety benefits and Buyer's agreement to receive the equipment identified below "Equipment" without warranty and with a waiver of claims against the District as stated below, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, Bainbridge Island Fire Department a Washington municipal corporation, ("District") does hereby sell and transfer to Kitsap 911, a Public Development Authority ("Buyer") all right, title, and interest that the District may have in the Equipment and structures identified below "Equipment" which have been found to be surplus to the District's needs.

Site Address: 10590 Mandus Olson Road NE, Bainbridge Island, WA 98110
160' Metal frame radio tower, with adjacent 20' x 8' pre-manufactured metal equipment building. Both tower and equipment building are enclosed by a 44' x 23' chain link fence.

The District hereby warrants to Buyer that immediately prior to the delivery of this Bill of Sale, the District was the owner of the full legal title to the described Equipment and that the District had the lawful right to sell the same and that good and clear title to the Equipment is hereby vested in Buyer free and clear of all liens, claims, encumbrances, and rights of others. The District makes no representations regarding the condition of the equipment or the existence of known or hidden defects. The District makes no warranty with respect to the Equipment and Buyer warrants that it has inspected the described Equipment, is aware of any defects in such equipment, and has determined that the Equipment is in a reasonable safe condition for Buyer's use.

Buyer accepts the Equipment "as is," and the District makes no warranty of any kind, express or implied, or arising by operation of law, by course of dealing or arising by performance, trade practice, or otherwise. The District disclaims all other warranties, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Repair or replacement of defective parts shall be the sole obligation of Buyer. In no event shall the District be liable for direct, indirect, incidental, exemplary, consequential, or special damages arising in any manner whatsoever, even if the District had been previously advised of the possibility of that damage. The District's maximum liability shall in no event exceed the price of the surplus Equipment specified herein. No person has authority to make any claim, representation, warranty, promise, guarantee or commitment on behalf of the District that is not expressed in this agreement.

BY SIGNING THIS AGREEMENT, THE BUYER AFFIRMS:

- 1) That the District has made Buyer aware that the Equipment to be sold under this agreement is used and has been determined by the District to be surplus to the District's needs.

- 2) That the Buyer has been given ample opportunity to inspect the Equipment and has in fact inspected the Equipment referred to in this Agreement, is aware of any defects and accepts the Equipment "as is."
- 3) That the Buyer has independently found the Equipment to meet or exceed Buyer's requirements and standards.
- 4) That the Buyer agrees to the terms of this Agreement.

IN CONSIDERATION OF RECEIVING THE EQUIPMENT BUYER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST THE FULL AMOUNT OF ANY AND ALL COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS INCIDENT TO ANY SUIT, ACTION, INVESTIGATION OR OTHER PROCEEDING), DAMAGES AND LOSSES, SETTLEMENTS, REDUCTIONS OR OTHER ADVERSE EFFECTS ARISING OUT OF OR RESULTING FROM ANY FUTURE CLAIMS RELATING TO THE EQUIPMENT AND THE USE THE EQUIPMENT.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PURCHASER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Hold Harmless Agreement to be executed and delivered in its name this 1st day of May, 2023

Bainbridge Island Fire Department

Kitsap 911

By:  _____

Print Name: Jared Moravec

By:  _____
Richard Kirton (May 2, 2023 16:39 PDT)

Print Name: Richard Kirton

Draft 4: 08/13/96
Draft 5: 08/19/96
Final: 11/22/96

After recording, return to:
Fred Kaseburg, attorney at law
1000 Second Ave., Suite 1750
Seattle, Wa. 98104

KITSAP COUNTY
\$16.00 CHCK
FILED-BY: ORDAL KERRUISH & KASEBURG
DEC 20, 1996, 12:07 PM
KAREN FLYNN, AUDITOR
CLERK: BEVANS

LEASE AGREEMENT

THIS LEASE is made and entered into this ^{WRB KG} 27th day of ~~August~~ November, 1996 (the "Execution Date"), by and between Bainbridge Island School District No. 303 ("School District") and the Bainbridge Island Fire Department ("Fire Department").

1. **Premises and Real Property.** In consideration of (i) Fire Department's agreement to pay rent and/or perform the other obligations described hereinafter, and (ii) the other terms, conditions and covenants of this Lease, School District hereby leases to Fire Department certain vacant and unimproved real property located at Mandus Olson Road in Kitsap County, Washington, consisting of approximately 10,000 square feet as identified as the leased area on the sketch attached hereto as Exhibit A (the "Real Property"). The legal description of the Real Property is attached hereto as Exhibit B.

2. **Term.** The term of this Lease shall be for ninety-nine (99) years commencing on the date of execution of this lease, and terminating ninety-nine (99) years thereafter.

3. **Permitted Uses.** Fire Department shall be permitted to install, maintain and operate, at its sole cost and expense, radio transmitter buildings and antenna on the Real Property for use as part of a public safety broadcast system (the "System") in accordance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities. The System shall not be used to transmit radio frequencies greater than 160 MHz. Fire Department shall not use the Real Property for any other purpose without School District's advance written consent, which consent may be granted or withheld by the School District in its sole discretion. Prior to commencement of construction of the System, Fire Department shall obtain School District's written approval of the general exterior appearance of the System, which approval shall not be unreasonably withheld.

4. **Rent.** The rent shall be paid in the form of an initial payment due within three (3) months after the execution of this Lease (the "Initial

Jlp/blaw/inal(11/22/96)

A. F. #: 9612200083
REEL 0939 FR 0999

AUDITORS NOTE
LEGIBILITY FOR RECORDING AND COPYING
UNSATISFACTORY IN A PORTION OF THIS
INSTRUMENT WHEN RECEIVED.

ORIGINAL

Rent Payment"), and One Dollar (\$1) per year for each and every year thereafter, payable on or before the first day of that year. The Amount of the Initial Rent Payment shall be determined by an independent real estate appraiser jointly selected and paid for by the parties; provided that the Initial Rent Payment shall not be less than \$10,000, and shall not exceed \$55,000.

5. Termination. Fire Department may terminate this lease upon one years written notice, provided that Fire Department shall pay all costs to remove the System from the Real Property in accordance with Section 11 below.

6. Utilities and Fees. Fire Department shall pay all charges for utilities and other services required to install, maintain, and operate a radio transmitter building and antenna on the Real Property. Fire Department shall also pay all license fees and other governmental charges levied on the installation, operation and maintenance of the transmitter building and antenna.

7. Repairs and Maintenance. The Real Property has been inspected and is accepted by Fire Department in its present condition. Fire Department shall, at its sole cost and expense, repair and maintain the radio transmitter and antenna it intends to install on the Real Property. Fire Department shall permit no waste, damage or injury to the Real Property except as may be necessary for the uses permitted under this Lease.

8. Liens. Fire Department has no authority or power to cause or permit any lien or other encumbrance to attach to or be placed on the Real Property. Fire Department shall keep the Real Property free and clear of any liens arising out of any work performed for, materials or equipment furnished to, or other obligations incurred by Fire Department. In the event any such lien attaches to or is placed on the Real Property, Fire Department agrees to defend, indemnify and hold the School District harmless from and against any and all claims, demands, causes of action, judgments, all liabilities, obligations, damages, losses, costs and expenses (including attorneys' fees) arising from, or in any way connected to, the lien.

9. Accidents and Liability. School District shall not be liable for any injury or damage to any persons or property sustained by Fire Department or others on the Real Property, or for any injury or damage to persons or property resulting from the installation, operation or

maintenance of a radio transmitter building and antenna on the Real Property. Fire Department shall defend, indemnify and hold School District harmless from and against any and all claims, demands, causes of action, judgments, liabilities, obligations, costs and expenses (including attorneys' fees) for deaths or injuries to persons or for loss or damage to property arising out of, or in any way connected with, the use and occupancy of the Real Property by Fire Department, its employees, agents, independent contractors, invitees, assigns and subtenants.

10. Insurance. Fire Department shall maintain throughout the Lease term, at its cost and expense, comprehensive general public liability insurance for claims for bodily injury, death and property damage arising out of Fire Department's use of the Real Property, such insurance to afford protection of not less than one million Dollars (\$1,000,000) combined single limit per occurrence for bodily injuries and death, and of not less than two hundred fifty thousand Dollars (\$250,000) combined single limit for property damage. The insurance policy shall name School District as an additional insured and shall be issued by a company with an A.M. Best rating of at least A-/VII and of recognized financial standing authorized to issue such insurance in the State of Washington. The insurance policy shall be written as a primary policy which does not contribute to and is not in excess of any insurance coverage which School District may carry. Fire Department shall furnish School District with a certificate indicating that the insurance policy required by this Lease is in full force and effect, that the School District has been named as an additional insured, and that the policy may not be canceled unless thirty (30) days prior written notice of the proposed cancellation has been given to School District.

11. Surrender of Real Property. Fire Department shall, upon termination of this Lease, peacefully quit and surrender the Real Property without notice and, absent mutual agreement otherwise, shall remove from the Real Property, at its cost and expense, the radio transmitter building and antenna, and any other fixtures, furnishings or equipment placed on the Real Property by Fire Department, and shall repair any damage caused by such removal. Any property not so removed upon termination of this Lease shall become the property of School District and School District may thereafter cause such property to be removed from the Real Property and disposed of, but the cost of any such removal and disposition, and the cost of repairing any damage caused by such removal, shall be borne by Fire Department.

12. Holding Over. If Fire Department, with the implied or express consent of School District, shall hold over after the expiration of the term of this Lease, Fire Department shall remain bound by the terms, conditions and covenants of this Lease, except that the tenancy shall be from month to month and the monthly rent shall be 1.25 times the fair market rent for the Real Property as of the termination date of the Lease term.

13. Notices. Any notice required or permitted to be given pursuant to the terms of this Lease by either party to the other shall be in writing and shall be deemed to have been properly given if deposited in the United States mail, postage prepaid, addressed to the School District at:

Bainbridge Island School District No. 303
Attn: Superintendent
8489 Madison Avenue Northeast
Bainbridge Island, WA 98110
and to Fire Department at:
Bainbridge Island Fire Department
Attn: Chairman, Board of Commissioners
8895 Madison Avenue North
Bainbridge Island, WA 98110

or at such other address as either party may designate to the other in writing from time to time. Any such notice so mailed shall be deemed to have been delivered, whether actually received or not, on the second business day following deposit in the United States mail.

14. Amendments. No term, condition or covenant of this Lease may be amended or modified except by written agreement of the parties.

15. Entire Agreement. This Lease constitutes the entire understanding and agreement between the parties and it supersedes and replaces all prior communications, representations, negotiations, promises and agreements, whether written nor oral, relating to the subject matter of this Lease. Each party acknowledges that no other party, or any agent or attorney of any other party, has made any representation, promise or warranty whatsoever to induce the other party to execute this Lease.

16. Partial Invalidity. Each term, condition and covenant of this Lease shall be valid and enforced to the fullest extent permitted by law.

If any term, condition or covenant of this Lease is found to be invalid or unenforceable, the remainder of the Lease be valid and enforced to the fullest extent permitted by law.

17. Governing Law. This Lease shall be governed and interpreted under the Laws of the State of Washington.

18. Signature Authority. Each of the individuals signing this Lease represents and warrants that he or she has the authority and has been authorized to sign this Lease and to thereby bind the party on whose behalf he or she signs.

19. Hazardous Substances. In its use of the Real Property, Fire Department shall comply with all applicable laws, rules and regulations pertaining to the use, disposal, treatment, generation, storage or sale of any substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful, or subject to regulation by any federal, state or local law, regulation, statute or ordinance (collectively referred to as "Hazardous Substances").

A. Fire Department shall be fully and completely liable to School District for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Fire Department's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Real Property.

B. Fire Department shall indemnify, defend and save School District harmless from any and all costs, fees, penalties and charges assessed against, imposed upon or incurred by School District (including School District's attorney's fees and costs) as a result of Fire Department's use, disposal, transportation, generation and/or sale of Hazardous Substances at the Real Property.

20. Assignment/Subletting. Fire Department shall not assign or sublet any portion of the System or the Real Property, or permit any other person or entity to occupy, use or share any portion of the System or the Real Property without the prior written consent of School District, which consent may be granted or withheld by School District in its sole discretion.

A. F. #: 9612200083
REEL 0939 FR 1003

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the Execution Date.

BAINBRIDGE ISLAND SCHOOL DISTRICT NO. 303 (School District):

William R. Blahney
Its Superintendent

Bainbridge Island Fire Department (Fire Department):

Ken [Signature]
Its Executive Director READ

Attachments:

- Exhibit A:** Sketch of Real Property and Vicinity Maps
- Exhibit B:** Legal Description of Real Property

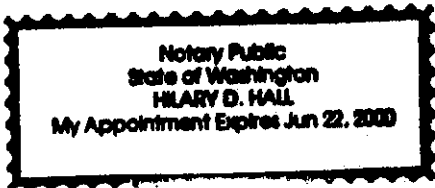
**A.F. #: 9612200083
REEL 0939 FR 1004**

STATE OF WASHINGTON

ss.

COUNTY OF Kitsap

I certify that I know or have satisfactory evidence that Bill Ken Guy Bleakney is the person who appeared before me, and said person acknowledged that Bill signed this instrument, on oath stated that Bill was authorized to execute the instrument and acknowledged it as the Superintendent of Bainbridge Island School District No. 303 to be the free and voluntary act of such party for the uses and purposes stated therein.
Dated this 27 day of Nov, 1996.



Hilary D. Hall
Name: Hilary D. Hall
NOTARY PUBLIC, State of
Washington

My appointment expires 6/22/00

STATE OF WASHINGTON

ss.

COUNTY OF Kitsap

A.F. #: 9612200083
REEL 0939 FR 1005

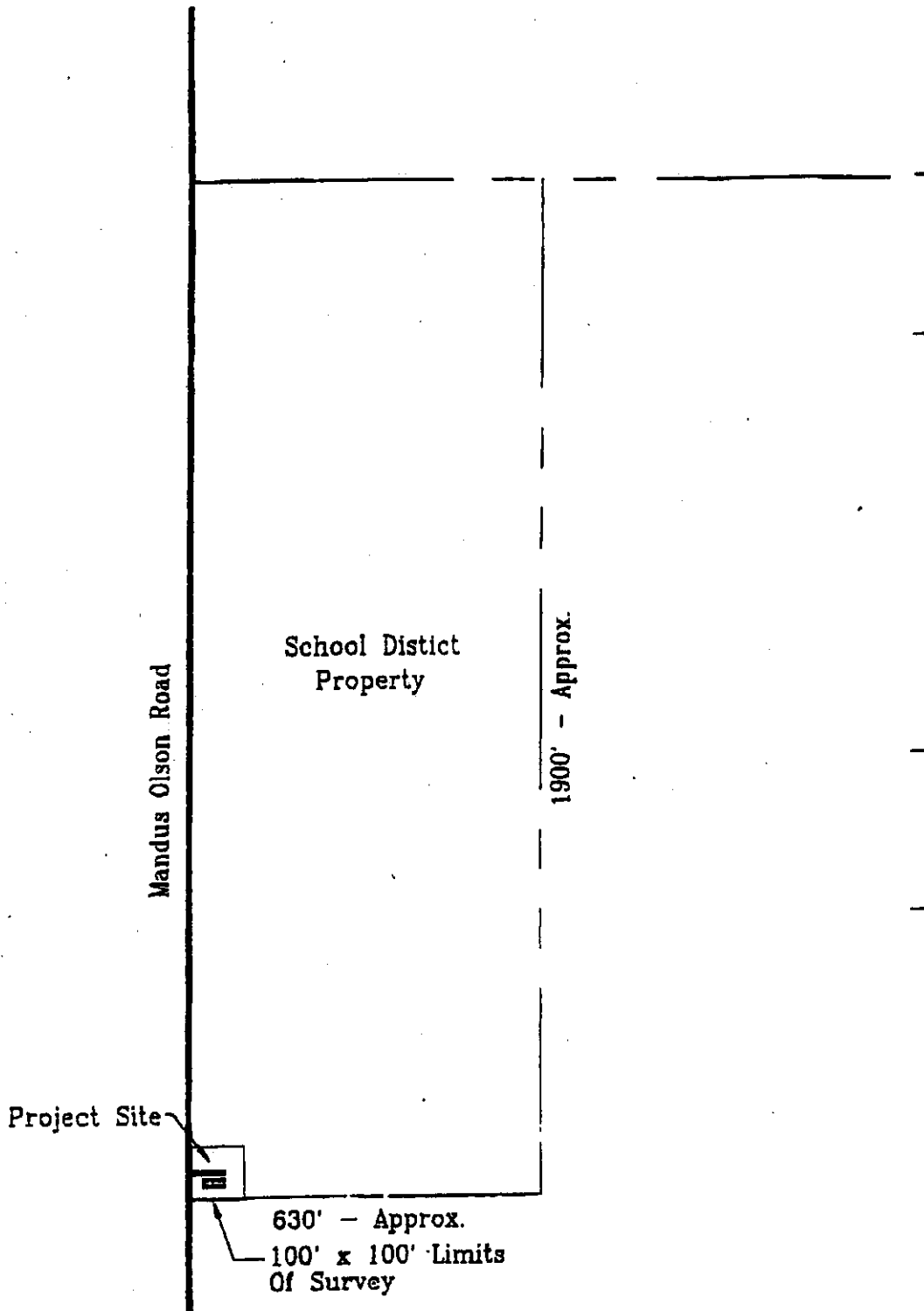
I certify that I know or have satisfactory evidence that Ken Guy is the person who appeared before me, and said person acknowledged that Ken signed this instrument, on oath stated that Ken was authorized to execute the instrument and acknowledged it as the Executive Director of Bainbridge Island Fire Department to be the free and voluntary act of such party for the uses and purposes stated therein.
Dated this 27 day of Nov, 1996.



Hilary D. Hall
Name: Hilary D. Hall
NOTARY PUBLIC, State of
Washington

My appointment expires 6/22/00

Exhibit A



Project Area Location

Scale 1" = 300'-0"

A.F. #: 9612200083
REEL 0939 FR 1006

FILED-BY: WASHINGTON STATE OF
NOV 16, 1992, 9:43 AM
BAREN FLYNN, AUDITOR
CLERK: LOGAN

AFTER RECORDING RETURN TO:
Department of Natural Resources
Land Records Section
P.O. Box 47021
Olympia, WA 98504-7021

**A.F. #: 9211160058
REEL 0684 FR 0035**

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources for and in consideration of the sum of \$600,000.00, hereby grants, conveys and quitclaims to BAINBRIDGE ISLAND SCHOOL DISTRICT NO. 303, GRANTEE, the following described real property situated in Kitsap County, Washington, to wit:

**A.F. #: 9612200083
REEL 0939 FR 1007**

SE $\frac{1}{4}$ NE $\frac{1}{4}$ EXCEPTING the east 400 feet thereof, and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING the east 400 feet, ALSO EXCEPTING THEREFROM the south 746 feet of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 16, Township 25 North, Range 2 East, W.M., containing 40.03 acres, more or less, according to the DNR Map 373 dated June 1980, on file with the office of the Commissioner of Public Lands, Olympia, Washington.

The above parcels of section subdivision are according to U.S. Government subdivision procedures.

The above-described lands are subject to the following reservation:

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state, its



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When recorded, return document to:

ORDAL, KASEBURG, & MITCHELL, PLLC
 1000 Second Avenue, Suite 1750
 Seattle, WA 98104-1070

File No. 1456.004

AUDITOR'S COVER SHEET
 (Do Not Staple)

DOCUMENT TITLE:	RADIO TRANSMITTER SUBLEASE WITH CONSENT ATTACHED
REFERENCE NUMBER(S):	9612200083
GRANTOR(S):	BAINBRIDGE ISLAND FIRE DEPARTMENT
GRANTEE(S):	CITY OF BAINBRIDGE ISLAND
LEGAL DESCRIPTION:	A portion of the Southwest 100' x 100' of the SE1/4 NE1/4 EXCEPT the East 400' thereof, and the NE1/4 SE1/4 Excepting the East 400', ALSO EXCEPTING THEREFROM the South 746 feet of said Northeast quarter of the Southeast quarter, Section 16, Township 25 North, Range 2 East, W.M.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	162502-1-041-2006 and 162502-1-032-2007

CONSENT TO RADIO TRANSMITTER SUBLEASE

Commencement Date: October __ 1998

THIS CONSENT TO RADIO TRANSMITTER SUBLEASE (hereafter "Sublease") is entered into as of the above date (the "Commencement Date") among the following parties: BAINBRIDGE ISLAND FIRE DEPARTMENT (the "Fire Department"); the City of Bainbridge Island on behalf of its POLICE DEPARTMENT (the "Police Department"); and BAINBRIDGE ISLAND SCHOOL DISTRICT NO. 303 (the "School District").

RECITALS

A. Pursuant to a Lease Agreement dated as of November 27, 1996 (the "Prime Lease"), a copy of which is attached hereto and incorporated herein by this reference, the School District leased certain real property which is more specifically described in the Prime Lease to the Fire Department for the purpose of installing, maintaining and operating a radio transmitter system (the "System"), as more particularly described in the Prime Lease. Capitalized terms used in this Sublease which are not specifically defined herein shall have the meaning ascribed to them in the Prime Lease.

B. Pursuant to this Sublease the Fire Department desires to sublease or license the nonexclusive right to use a portion of the System to the Police Department for its use.

C. The Fire Department and the Police Department are seeking to receive the written consent of the School District to the Sublease as is expressly required by the Prime Lease.

Agreements

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Article I

The Sublease

1.1 Incorporation of Prime Lease. All of the terms and conditions of the Prime Lease, insofar as they are reasonably applicable hereto, are incorporated herein by this reference as if fully set forth. Except as specifically provided otherwise hereinafter, this Sublease from the Fire Department to the Police



Department shall be on and subject to the same terms and conditions as are set forth in the Prime Lease. For the Purposes of this Sublease, the terms "School District," "Fire Department" and "Real Property," as used in the Prime Lease, shall mean, respectively, Fire Department, Police Department and the Real Property of this Sublease. Similarly, other terms in the Prime Lease shall be construed and interpreted in order to effectuate the purposes of this Sublease.

1.2 No Release of Fire Department. The Fire Department and the Police Department will enter into a separate agreement between themselves to establish the terms and conditions for the Police Department's use of the System and their respective obligations to maintain and repair the System, and financial obligations with respect thereto. This agreement shall not contain any terms or conditions contrary to the Prime Lease. It is expressly agreed by both the Fire Department and the Police Department that during the entire term of this Sublease (as provided in Section 1.3 below) the Fire Department shall be liable to the School District for the full performance of all obligations, and the full payment of all amounts which may be due by the Fire Department in its capacity as the tenant under the Prime Lease. Both the Fire Department and the Police Department shall maintain the liability insurance required by Section 10 of the Prime Lease, and name the School District as an additional insured designated to receive any and all notices required pursuant to the terms of Section 10 of the Prime Lease relating to insurance. In addition, the Police Department shall otherwise comply with all terms and conditions of such Section 10 in accordance with the express terms of the Prime Lease.

1.3 Term. The term of this Sublease shall be from the date first above written and shall continue to the 25th day of April, 2095; provided, however, that notwithstanding the foregoing, the Police Department acknowledges that this Sublease shall automatically terminate upon the termination of the Prime Lease.

1.4 Transmission Frequency Limitation. Notwithstanding any other provision of the Prime Lease to the contrary, the Police Department shall limit its transmissions and the System exclusively to the frequencies between 153.995 MHZ and 154.965 MHZ.

1.5 Future Assignment to and Assumption by the Police Department of Prime Lease. If on some future date, the Fire Department desires to terminate its interest in the Prime Lease and assign such lease to the Police Department, it shall be entitled to do so on the express conditions that (i) neither the Fire Department nor the Police Department are then in default in the performance of their obligations under the Prime Lease, and (ii) the Fire Department and the Police Department enter into a written assignment in a form which is acceptable to the School District providing for the assumption and ongoing



performance by the Police Department of all obligations of the Fire Department under the Prime Lease from and after the date of the assignment.

1.6 Default by the Fire Department under the Prime Lease. In the event of the Fire Department's default under the Prime Lease during the term of this Sublease, the School District shall give notice of default to both the Fire Department and the Police Department. The Police Department shall thereafter have the right to cure any such default subject to, and in accordance with, the terms of the Prime Lease to the extent that Fire Department would be permitted to cure such default.

Article II

Consent of the School District

In consideration of the agreements and covenants of the parties set forth herein, the School District hereby gives its consent to the Sublease between the Fire Department and the Police Department; provided, however, that (i) except as otherwise expressly set forth in this Sublease, this consent shall not be deemed a consent to any further or additional assignments or subleases of any interest in either the Prime Lease or this Sublease by either the Fire Department or the Police Department, and (ii) this consent shall not relieve the Fire Department from any obligation under the Prime Lease.

Article III

Miscellaneous Provisions

3.1 Notices. Any notice required by or given pursuant to this Sublease shall be in writing and shall be deemed given upon receipt if served personally, or if mailed, on the third business day following the day of deposit in the United States mail by certified mail, postage prepaid, return receipt requested, and addressed as set forth below, or to such other address as a party may hereafter designate by notice given in the same manner:

If to the Fire Department: Bainbridge Island Fire Department
Attn: Chairman, Board of Commissioners 8895
Madison Avenue North
Bainbridge Island, WA 98110

with copies to: Police Department and School District

If to the Police Department: City of Bainbridge Island
Attn: Chief of Police
625 Winslow Way East



Bainbridge Island, WA 98110

with copies to: Fire Department and School District

If to the School District: Bainbridge Island School District No. 303
Attn: Superintendent
8489 Madison Avenue Northeast
Bainbridge Island, WA 98110

with copies to: Fire Department and Police Department

3.2 Counterparts. This Sublease shall be executed in counterparts on the respective Counterpart Signature Pages for each party which are attached hereto, and each such Counterpart Signature Page shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have each executed and acknowledged in triplicate the Counterpart Signature Pages attached hereto to evidence their agreement to be bound by the terms hereof from and after the date first written above.

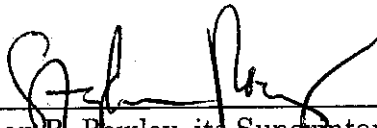


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**COUNTERPART SIGNATURE PAGE
TO
Consent to Radio Transmitter Sublease**

The School District:

Bainbridge Island School District No. 330

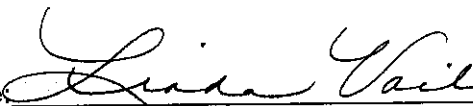
By 
Stephen R. Rowley, its Superintendent

Date: 3-2-98

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Stephen R. Rowley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Bainbridge Island School District No. 303 to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 3-2-, 19989

Name: 
NOTARY PUBLIC, State of Washington
My appointment expires 1-15-01

L

**LINDA VAIL
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 1-15-01**


ORDAL KASEBURG & MITCHELL SUBLS \$21.00

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**COUNTERPART SIGNATURE PAGE
TO
Consent to Radio Transmitter Sublease**

The Fire Department:

Bainbridge Island Fire Department

By Alan Corner

Its Chairman, Board of Commissioners

Date: 3-10-99

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Alan Corner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of the Bainbridge Island Fire Department to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated March 10, 1999.

Name: Theresa A. Smith
NOTARY PUBLIC, State of Washington
My appointment expires 3-9-01



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**COUNTERPART SIGNATURE PAGE
TO
Consent to Radio Transmitter Sublease**

The Police Department:

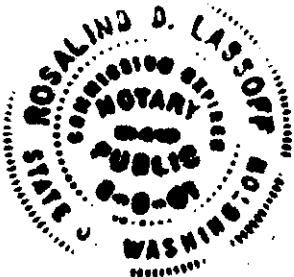
The City of Bainbridge Island on behalf of
its Police Department

By Dwight Sutton
Its Mayor
Date: 2-26-99

STATE OF WASHINGTON)
)
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Dwight Sutton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the mayor of the City of Bainbridge Island on behalf of its Police Department to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated February 26, 1998.



Name: Rosalind D. Lassoff
NOTARY PUBLIC, State of Washington
My appointment expires 6-9-01



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RADIO TRANSMITTER SUBLEASE

THIS RADIO TRANSMITTER SUBLEASE (hereafter "Sublease") is entered into as of the Commencement Date between the BAINBRIDGE ISLAND FIRE DEPARTMENT (the "Fire Department") and the CITY OF BAINBRIDGE ISLAND on behalf of its Police Department (the "Police Department").

RECITALS

A. Pursuant to a Lease Agreement dated as of November 27, 1996 (the "Prime Lease"), a copy of which is attached hereto and incorporated herein by this reference, the Bainbridge Island School District (the "School District") leased certain real property, which is more specifically described in the Prime Lease, to the Fire Department for the purpose of installing, maintaining and operating a radio transmitter system (the "System"), as more particularly described in the Prime Lease. Capitalized terms used in this Sublease which are not specifically defined herein shall have the meaning ascribed to them in the Prime Lease.

B. The Police Department desires to sublease or license a portion of the System from the Fire Department for Police Department emergency communications.

C. The Fire Department has agreed to sublease and license to the Police Department the nonexclusive right to use a portion of the System as allowed by the Prime Lease, and the School District has given its written consent as required by the Prime Lease.

Agreements

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Article I

The Sublease

1.1 Basic Terms.

- A. Sublessor: Bainbridge Island Fire Department.
- B. Sublessee: City of Bainbridge Island.
- C. Commencement Date: February 22, 1999.

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- D. Term: Commencement Date to April 25, 2095, unless otherwise terminated sooner by agreement of the parties.
- E. Premises: Approximately 20 square feet in the radio transmittal building, and a location on a radio transmittal tower owned by Fire Department, as shall be designated by the Fire Department, all of which is located on a portion of the premises described in the Prime Lease.
- F. Use: Police communications.
- G. Consideration: One time payment of \$26,845.20, payable upon execution of this Sublease.

1.2 Incorporation of Prime Lease. All of the terms and conditions of the Prime Lease, insofar as they are reasonably applicable hereto, are incorporated herein by this reference as if fully set forth. Except as specifically provided otherwise hereinafter, this Sublease from the Fire Department to the Police Department shall be on, and subject to, the same terms and conditions as are set forth in the Prime Lease. For the Purposes of this Sublease, the terms "School District," "Fire Department" and "Real Property," as used in the Prime Lease, shall mean, respectively, Fire Department, Police Department and the Real Property of this Sublease. Similarly, other terms in the Prime Lease shall be construed and interpreted in order to effectuate the purposes of this Sublease. The Fire Department agrees to maintain the Prime Lease in good standing during the term of this Sublease. The Police Department agrees to comply with all applicable provisions of the Sublease to the extent the terms of the Prime Lease are applicable to the Police Department's sub-tenancy.

1.3 Reimbursement of Costs. The Police Department will reimburse the Fire Department annually for ten percent of all the costs of the System including, but not limited to, insurance, upkeep, compliance with applicable laws and regulations, repair, maintenance, reconstruction, repair, and replacement. This obligation shall not include costs specific to the Fire Department's use of the System, for example, maintenance and repair of transmitting equipment used solely by the Fire Department. The Fire Department will bill the Police Department annually for its share of costs. The Fire Department shall make the supporting materials and invoices available upon reasonable request. The Police Department shall pay the billing within 30 days from receipt of the billing.



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1.4 Early Termination. Either party may terminate this Sublease without cause upon one year written notice to the other party, or upon early termination of the Prime Lease. If the Fire Department terminates this sublease within the first 20 years of its term for reasons other than the fault of the Police Department, then the Fire Department will reimburse the Police Department for the unamortized portion of the Consideration based upon a 20 year base period. For example, if the Fire Department terminates this sublease in the 12th year, the Police Department would receive a refund of 8/20 of the Consideration payable on the effective date of the termination.

1.5 Insurance. The Police Department shall maintain the liability insurance required by Section 10 of the Prime Lease, and name the School District as an additional insured designated to receive any and all notices required pursuant to the terms of Section 10 of the Prime Lease relating to insurance. In addition, the Police Department shall otherwise comply with all terms and conditions of such Section 10 in accordance with the express terms of the Prime Lease.

1.6 Transmission Frequency Limitation. Notwithstanding any other provision of the Prime Lease to the contrary, the Police Department shall limit its transmissions on the System exclusively to the frequencies between 153.995 MHZ and 154.965 MHZ.

1.7 Prohibition Against Assignment by the Police Department. The Police Department shall not assign, transfer, sublet, or otherwise delegate its rights in this Sublease without the express written consent of the Fire Department. The Fire Department may deny or withhold consent for any reason.

1.8 Default by the Fire Department under the Prime Lease. In the event of the Fire Department's default under the Prime Lease during the term of this Sublease, the Police Department shall thereafter have the right to cure any such default subject to, and in accordance with, the terms of the Prime Lease to the extent that Fire Department would be permitted to cure such default.

1.9 Nonexclusive. The rights granted the Police Department to use the System under the terms of this Sublease shall not be exclusive. However, any use of the System by other subtenants or licensees shall not interfere with the Police Department's exercise of its rights under this Sublease.



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Article II

Miscellaneous Provisions

2.1 Notices. Any notice required by or given pursuant to this Sublease shall be in writing and shall be deemed given upon receipt if served personally, or if mailed, on the third business day following the day of deposit in the United States mail by certified mail, postage prepaid, return receipt requested, and addressed as set forth below, or to such other address as a party may hereafter designate by notice given in the same manner:

If to the Fire Department: Bainbridge Island Fire Department
Attn: Chairman, Board of Commissioners
8895 Madison Avenue North
Bainbridge Island, WA 98110

If to the Police Department: Bainbridge Island Police Department
Attn: Mayor, City of Bainbridge Island
625 Winslow Way East
Bainbridge Island, WA 98110

2.2. Counterparts. This Sublease shall be executed in counterparts on the respective Counterpart Signature Pages for each party which are attached hereto, and each such Counterpart Signature Page shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have each executed and acknowledged in triplicate the Counterpart Signature Pages attached hereto to evidence their agreement to be bound by the terms hereof from and after the date first written above .



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**COUNTERPART SIGNATURE PAGE
TO
Radio Transmitter Sublease**

The Fire Department:

Bainbridge Island Fire Department

By Alan Corner

Its Chairman Board of Commissioners

Date: 3-10-99

STATE OF WASHINGTON)
)ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Alan Corner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of the Bainbridge Island Fire Department to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated March 10, 1999.

Name: Shereva Q. Smith
NOTARY PUBLIC, State of Washington
My appointment expires 3-09-01



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Kitsap Co, WA

COUNTERPART SIGNATURE PAGE
TO
Radio Transmitter Sublease

The Police Department:

The City of Bainbridge Island, Washington

By Dwight Sutton

Its Mayor

Date: 2-19-1999

STATE OF WASHINGTON)
)ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Dwight Sutton is the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE was authorized to execute the instrument and acknowledged it as the Mayor of the City of Bainbridge Island to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated February 26, 1999.



Name: Rosalind D. Lassoff
NOTARY PUBLIC, State of Washington
My appointment expires 6-9-01



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Executive Summary

Kitsap 911 Board of Directors

Summary: For the year-to-date period ended April 30, 2023 (33.33% of the year elapsed), revenues were above, and operating expenditures were below expectations.

Revenues: As of April 2023, we have received approximately \$6.3M (33.41%) of projected annual revenues, exceeding our year-to-date forecast of \$6.1M (32.52%) by approximately \$168K (0.89%).

Revenues	Expected	Actual	Variance	
Sales Tax 1	\$2.09 M 31.63%	\$2.19 M 33.08%	\$0.10 M 1.45%	●
Sales Tax 2	\$2.09 M 31.63%	\$2.19 M 33.08%	\$0.10 M 1.45%	●
Excise Tax	\$0.90 M 34.62%	\$0.89 M 33.93%	-\$0.02 M -0.69%	◆
Other Revenues	\$1.03 M 34.62%	\$1.02 M 34.42%	-\$0.01 M -0.20%	◆
Total Revenue	\$6.12 M 32.52%	\$6.29 M 33.41%	\$0.17 M 0.89%	●

We have received approximately \$4.4M (33.08%) in total sales tax revenues, which was above our year-to-date forecast of \$4.2M (31.63%) by approximately \$191K (2.89%). Total sales tax revenues are divided evenly on the table above between our two 1/10th of 1% allocations, each receiving \$2.2M year-to-date.

We have received approximately \$887K (33.93%) of the total projected excise tax revenues, which was in-line with our year-to-date forecast of \$905K (34.62%), below expectations by approximately \$18K (0.69%).

Other revenues received were \$1.0M (34.42%), which was in-line with our year-to-date forecast of \$1.0M 34.62%), under expectations by approximately \$6K (0.20%). For April 2023, the variance from budget was due to lower than anticipated user agency fee receipts.

Operating Expenditures: As of April 2023, we have expended approximately \$5.0M (36.14%) of our total operating expenditures appropriation, which was under our year-to-date expectation of \$5.3M (38.85%) by approximately \$371K (2.71%).

Operating Expenditures	Expected	Actual	Variance	
Operating Salaries & Benefits	\$4.09 M 36.78%	\$3.95 M 35.45%	\$0.15 M 1.33%	●
Operating Non-Labor	\$1.24 M 47.70%	\$1.01 M 39.11%	\$0.22 M 8.59%	●
Total Operating Expenditures	\$5.33 M 38.85%	\$4.96 M 36.14%	\$0.37 M -2.71%	●

We have expended approximately \$3.9M (35.45%) of our total operating salaries and benefits budget, which was under our year-to-date goal of \$4.1M (36.78%), under budget by approximately \$148K (3.62%).

We have expended approximately \$1.0M (39.11%) of the total Operating Supplies, Services, and Inter-fund expenditures, which was below our year-to-date goal of \$1.2M (47.70%), under expectations by approximately \$223K (8.59%).

Radio, LMR, and MCT Replacement Project Expenditures: As of April 2023, we have expended approximately \$3.1M (30.74%) of our total annual appropriation of \$10.2M.

Radio, LMR, & MCT Replacement Projects	Appropriation	YTD	Remaining	
Technical Projects	\$9.83 M 100.00%	\$3.03 M 30.78%	\$6.80 M 69.22%	●
Non-Operating Labor	\$0.36 M 100.00%	\$0.10 M 29.45%	\$0.25 M 70.55%	●
Total Non-Operating Expenditures	\$10.18 M 100.00%	\$3.13 M 30.74%	\$7.05 M 69.26%	●

Other Capital Projects and Non-Operating Expenditures: As of April 2023, we have expended approximately \$381K (14.67%) of our total annual appropriation of \$2.6M.

Other Non-Operating Expenditures	Appropriation	YTD	Remaining	
Technical Projects	\$2.52 M 100.00%	\$0.38 M 15.09%	\$2.14 M 84.91%	●
Non-Operating Supplies and Services	\$0.09 M 100.00%	\$0.00 M 2.08%	\$0.08 M 97.92%	●
Total Non-Operating Expenditures	\$2.60 M 100.00%	\$0.38 M 14.67%	\$2.22 M 85.33%	●

Reserves: No reserves have been used year-to-date.

Risks: A slowing economy, the cost impact from rising inflation, supply chain disruption, and the shortage of certain supplies and services pose the greatest risk to our revenues, primarily because Kitsap 911's main source of revenue is derived from taxable retail sales in Kitsap County. We will continue to monitor these and other risks over the coming months.



Kitsap 911

Monthly Financials for the Month Ended 04/30/2023

Description	2023 Annual Budget	April 2023 Expected Budget \$	April 2023 Expected Budget %	April 2023 YTD	Delta to Annual Budget		Delta to YTD Budget		
					\$	%	\$	%	
Revenues									
Sales Tax 1	\$ 6,613,461	\$ 2,091,838	31.63%	\$ 2,187,534	\$4,425,927	33.08%	\$95,696	104.57%	
Sales Tax 2	6,613,461	2,091,838	31.63%	2,187,534	4,425,927	33.08%	95,696	104.57%	
Telephone Excise Tax	2,613,822	904,784	34.62%	886,955	1,726,867	33.93%	(17,829)	98.03%	
Other Revenues	2,974,311	1,029,569	34.62%	1,023,713	1,950,598	34.42%	(5,856)	99.43%	
Total Revenues	\$18,815,055	\$6,118,029	32.52%	\$ 6,285,736	\$12,529,319	33.41%	\$167,707	102.74%	
Operating Expenditures									
Operating Labor									
Salaries	\$ 8,819,946	\$ 3,229,457	36.62%	\$ 3,015,848	\$5,804,099	34.19%	(\$213,609)	93.39%	
Payroll Taxes	781,293	273,453	35.00%	260,187	521,106	33.30%	(13,265)	95.15%	
Benefits	2,147,265	805,224	37.50%	669,688	1,477,577	31.19%	(135,536)	83.17%	
Budgeted Attrition	(619,304)	(214,374)	34.62%	-	(619,304)	0.00%	214,374	0.00%	
Total Labor	\$ 11,129,201	\$ 4,093,760	36.78%	\$ 3,945,723	\$7,183,477	35.45%	(\$148,037)	96.38%	
Operating Supplies and Services									
Supplies	\$ 359,082	\$ 168,194	46.84%	\$ 114,532	\$244,551	31.90%	(\$53,663)	68.09%	
Professional Services	423,976	113,583	26.79%	163,789	260,187	38.63%	50,206	144.20%	
Communications	287,950	97,558	33.88%	76,687	211,263	26.63%	(20,871)	78.61%	
Travel	65,098	18,364	28.21%	7,464	57,635	11.47%	(10,900)	40.64%	
Advertising	9,673	4,811	49.74%	1,566	8,107	16.19%	(3,245)	32.55%	
Operating Rents/Leases	170,030	33,411	19.65%	54,169	115,862	31.86%	20,758	162.13%	
Insurance	114,942	114,942	100.00%	95,195	19,747	82.82%	(19,747)	82.82%	
Utilities	168,534	58,144	34.50%	61,173	107,361	36.30%	3,028	105.21%	
Repairs & Maintenance	900,301	584,295	64.90%	425,335	474,966	47.24%	(158,961)	72.79%	
Miscellaneous	92,478	43,086	46.59%	13,894	78,584	15.02%	(29,191)	32.25%	
Total Supplies and Services	2,592,065	1,236,389	47.70%	1,013,803	\$1,578,262	39.11%	(\$222,586)	82.00%	
Total Operating Expenditures	\$ 13,721,266	\$ 5,330,149	38.85%	\$ 4,959,526	\$8,761,740	36.14%	(\$370,622)	93.05%	
Capital and Other Non-Operating Expenditures									
Radio, LMR, and MCT Replacement Projects									
Technical Projects	\$ 9,827,857			\$ 3,026,997	\$6,800,860	30.80%			
Non-Operating Labor	356,021			104,835	251,186	29.45%			
Non-Operating Supplies and Services	-			-	-	0.00%			
Total Non-Operating Expenditures	10,183,878			3,131,832	\$7,052,046	30.75%			
Other Capital and Non-Operating Expenditures									
Technical Projects	\$ 2,515,584			378,143	\$2,137,441	15.03%			
Non-Operating Supplies and Services	85,000			1,767	83,233	2.08%			
Total Non-Operating Expenditures	2,600,584			379,909	\$2,220,675	14.61%			
Total Expenditures	\$ 26,505,728			\$ 8,471,267	\$18,034,461	31.96%			



Kitsap 911

Fund Balance Summary

Net Fund Position	as of 04/30/2023
Temporary Investment Balance	\$ 6,573,534.91
Cash Balance	
Warrant Account	1,517,319.21
Payroll Account	604,875.20
Flex Spending Account	34,368.24
Petty Cash	400.00
Cash Subtotal	<u>2,156,962.65</u>
Total Cash and Cash Equivalents	<u>8,730,497.56</u>
Add: Outstanding Warrants	15,069.57
Less: Outstanding Receipts	-
Net Fund Position	<u><u>\$ 8,745,567.13</u></u>

Funds Committed for Capital and Non-Operating Projects
As of April 2023

Funds Committed for Non-Operating Projects and Expenditures

Job Code	Project	Estimated Project Total	Total Funds Appropriated	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
64	Dispatch Floor Project - Console Furniture	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	2022-007
61	CCTV and Access Control Replacement	500,000.00	500,000.00	-	-	-	500,000.00	2023-001
40	UPS Hardware Replacement	300,000.00	300,000.00	-	-	-	300,000.00	2022-007
62	Carver Roof Replacement	250,000.00	250,000.00	-	138,547.50	138,547.50	111,452.50	2022-007
67	Replace AV System	250,000.00	250,000.00	-	-	-	250,000.00	2022-007
68	VX Rail Infrastructure	200,000.00	200,000.00	-	-	-	200,000.00	2022-007
65	Dispatch Floor Project - Carpet	150,000.00	150,000.00	-	-	-	150,000.00	2022-007
66	Dispatch Floor Project - Soundproofing	150,000.00	150,000.00	-	-	-	150,000.00	2022-007
69	Move-up Module	100,000.00	100,000.00	-	-	-	100,000.00	2022-007
55	Replace Blue Truck	80,000.00	80,000.00	-	-	-	80,000.00	2022-002
44	Server Virtualization & Cyber Security	55,000.00	55,000.00	3,142.98	3,142.98	3,142.98	51,857.02	2022-002
70	Data Logging Software	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
71	First Due Interface	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
72	Network Security Analysis	50,000.00	50,000.00	-	-	-	50,000.00	2022-007
56	Replace Supervisor & Training Room PCs	23,000.00	23,000.00	-	-	-	23,000.00	2022-002
74	Office and MDM Replacement	20,000.00	20,000.00	-	-	-	20,000.00	2022-007
75	Offsite Backup Enhancements	20,000.00	20,000.00	-	-	-	20,000.00	2022-007
49	Antenna Repairs	20,000.00	20,000.00	-	-	-	20,000.00	2022-002
73	Secondary Edge Frontier Licenses	15,000.00	15,000.00	-	-	-	15,000.00	2022-007
Subtotal Capital Projects		\$ 2,783,000.00	\$ 2,783,000.00	\$ 3,142.98	\$ 141,690.48	\$ 141,690.48	\$ 2,641,309.52	

Funds Committed for Capital Projects

Job Code	Project	Estimated Project Total	Total Funds Committed	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
58	LMR Replacement Project	\$ 39,000,000.00	\$ 4,000,000.00	\$ 748.52	\$ 748.52	\$ 748.52	\$ 3,999,251.48	2022-010
63	MCT Replacement	3,740,000.00	3,740,000.00	750.65	2,788,257.55	2,788,257.55	951,742.45	2022-010
57	Microwave System	2,000,000.00	2,000,000.00	167,044.71	342,826.03	342,826.03	1,657,173.97	2022-002
Subtotal Non-Operating Projects		\$ 44,740,000.00	\$ 9,740,000.00	\$ 168,543.88	\$ 3,131,832.10	\$ 3,131,832.10	\$ 6,608,167.90	
Total Capital and Non-Operating Projects		\$ 47,523,000.00	\$ 12,523,000.00	\$ 171,686.86	\$ 3,273,522.58	\$ 3,273,522.58	\$ 9,249,477.42	

Funds Assigned
As of April 2023

Job Code	Project	Year Assigned	Total Funds Assigned	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Assigned Funds Remaining
	Stabilization Fund	2023	\$ 2,188,277.00	\$ -	\$ -	\$ -	\$ 2,188,277.00
	Microwave System (Equipment and Installation) - Cash Flow	2023	2,187,534.02	-	-	-	2,187,534.02
	Payroll Cashflow	2023	350,000.00	-	-	-	350,000.00
29	Unexpended Fire Alerting Project Funds	2022	128,192.11	265.84	265.84	265.84	127,926.27
26	Backup Center	2022	108,673.07	-	-	-	108,673.07
50	Simulcast Tuning	2022	13,125.00	-	-	-	13,125.00
Total Assigned Funds			\$ 4,975,801.20	\$ 265.84	\$ 265.84	\$ 265.84	\$ 4,975,535.36

Kitsap 911 2023 Key Projects and Initiatives

Technical Projects			Estimated			
Proj/Task#	Project/Initiative		Priority	Start	Completion	Status
2019	1	Backup Center - develop plans to leverage remote 911 to provide a more geo-diverse backup	3	9/30/2022	TBD	In Progress
2019	2	SUPPORT - RMS/JMS Replacement (Support KCIS)	3		6/30/2023	At Risk
2019	3	Replace UPS	5	4Q 2022	TBD	In Progress
2020	4	Evaluate feasibility of bringing all IT functions in house	4			
2020	5	Evaluate how to manage incoming data and media (NG911, Cameras, etc.)	3			Pending
2021	6	Closest Fire Unit Dispatch- Changing Gears Deployments	2	6/1/2021	Q4 2024	Delayed Start - In Progress
2022	7	Replace inventory/asset management software	4	9/30/2022	Q1 2023	Complete+
2022	8	Complete 10-year TSG Staffing Analysis	2	12/28/2022	Q2 2023	In Progress
2022	9	Security System Replacement	2	4Q 2022	Q3 2023	In Progress
2022	10	Replace Kitsap 911 Roof	3	1/16/2023	Q1 2023	Complete+
2022	11	Replace Blue Truck	4	11/1/2022	Q3 2023	At Risk
2022	12	MCT Replacement	1	10/19/2022	Q2 2023	In Progress
2022	13	Cad to Cad Interface with South Sound 911	2	Q3 2022	Q4 2023	In Progress
2023	14	Data Logging Software	3	Q2 2023	Q4 2023	Not Started
2023	15	Office and MDM Replacement	3	1/15/2023	Q2 2023	In Progress
2023	16	Upgrade Accounting Software	4	Q4 2022	Q1 2023	Complete+
2023	17	Secondary Edge Frontier License	3	Q3 2023	TBD	Not Started
2023	18	Improve redundancy of VX Rail Infrastructure	3	4/1/2023	Q4 2023	⁶¹ In Progress

Proj/Task#		Project/Initiative	Priority	Start	Completion	Status
2023	19	Offsite Backup Enhancements	3	Q2 2023	Q4 2024	In Progress
2023	20	Network Security Analysis	3	Q3 2023	Q4 2023	Not Started
2023	21	First Due Interface for Edge Frontier	4	Q4 2023	TBD	Not Started
2023	22	Move Up Module	4			Pending
2023	23	Replace AV System	4	Q4 2023	TBD	Not Started
2023	24	Dispatch Floor Project - Carpet	3	Q4 2023	TBD	Not Started
2023	25	Dispatch Floor Project - Soundproofing	3	Q4 2023	TBD	Not Started
2023	26	Dispatch Floor Project - Console Furniture	2	Q4 2023	TBD	Not Started
2023	27	Support Fire Service Efforts to Improve EMS Wait times with SMMC	3	Q1 2023	TBD	In Progress

Microwave Replacement Project (Multi-Year)			Estimated			
Task#		Milestone	Priority	Start	Completion	Status
MV	1	Onsite training for Staff	2	2/27/2023	3/3/2023	Complete
MV	2	Factory Staging Assessment Testing	1	3/6/2023	3/10/2023	Complete
MV	3	Indoor Equipment Installation	2	5/15/2023	8/1/2023	In Progress
MV	4	Outdoor Equipment Installation	2	7/1/2023	11/1/2023	
MV	5	Project Completion	2		Q1 2024	

LMR Replacement Project (Multi -Year)			Estimated			
Task#		Milestone	Priority	Start	Completion	Status
LMR	1	Vendor Demonstations	3	2/15/2023	3/24/2023	Complete
LMR	2	First cut of RFP proposals	2	3/20/2023	3/27/2023	Complete
LMR	3	RFP Interviews and Reference Checks	3	3/27/2023	4/7/2023	Late

Proj/Task#		Project/Initiative	Priority	Start	Completion	Status
LMR	4	Final Vendor Selection Recommendation	2	9/29/2023	TBD	
LMR	5	Contract Negotiations with awarded responder	2	TBD	TBD	
LMR	6	Project Kick off and begin system design work	1	Q4 2023	TBD	