# **Kitsap 911 Executive Committee Meeting**

## September 27, 2023 ~ 1:00 PM to 3:00 PM Via Zoom or in-person at Kitsap 911

### AGENDA

1.	Call to Order	(Chair)
2.	Public Comment (limited to 2 minutes per speaker)	(Chair)
3.	Additions to Agenda	(Chair)
4.	Approval of Minutes (07/26/2023, 08/09/2023)	(Chair)
5.	Approval of Payment of Claims- Fund 89822 (Operating	(Chair)

- Fund)
  a. A/P Warrant Numbers 5835 through 5951
- b. Payroll Dated: 08/04/2023, 08/18/2023, and 09/01/2023. Total: \$1,251,501.22
- c. Use Tax: 07/01/2023-07/31/2023 Total: \$122.97
- 6. Ratification of Executed Contracts

Total \$471,401.52

K911-058 Common Spirit, 07/01/2022 commencement date, (auto renewable 9 additional 1-year terms) \$54 462.72 from 07/01/2024-06/30/2025 or \$11,976.60 per equipment cabinet, 3% annual increase and Commercial and generator-produced back up power \$6,556.32 per year.

K911-070 Newberry Heights Industrial Park LLC, Commercial Lease Agreement for backup center, \$36,600 annually, 3% annual increase. 5-year term (after start of the first month rent).

7. Discussion Items

None

8. 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)

- 9. Executive Session to discuss contract negotiations (10 Minutes) (Kirton)
- 10. Action

Results from Executive Session (Chair)

- 11. Good of the Order
- 12. Adjourn

Topic: Kitsap 911 Executive Committee

Time: August 8, 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

 $Find your local number: \underline{https://us06web.zoom.us/u/kPrvKjGb}$ 



# Kitsap 911 Executive Committee Meeting of July 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 Joe Deets, Director John Gese, Executive Director Richard Kirton, Assistant Director of Operations Jamie Donley, Finance Manager Steve Rogers, HR Manger Rachael Taylor, and Technical Systems Manager Brandon Wecker. Absent: Legal Counsel for Kitsap 911 Ken Bagwell, Director Greg Wheeler, Strategic Advisory Board Chair Chief Ron Harding, Strategic Advisory Vice Chair Jim Gillard, Deputy Director Maria Jameson-Owens, Radio Program Manager Scott Peabody, and Administrative Specialist Stephanie Browning

Call to Order. Chair Dusty Wiley called the meeting to order at 1300.

**Public Comment: None** 

**Additions:** None

**Approval of Minutes 05/24/2023:** 

Director David Ellingson made a motion to approve minutes from 05/24/2023. Motion was seconded by Director Dusty Wiley. Motion Passed.

### **Approval of Payment of Claims-Fund 89822:**

Director David Ellingson moved approval of A/P 5690 through 5773 Total \$990,276.30 (Warrants #5744-5750 \$182,241.59 cancelled)

Payroll dated 05/26/2023, 06/09/2023 and 06/23/2023 Total \$1,322,165.27

Use Tax 05/01/2023-05/31/2023 Total \$140.76

Motion was seconded by Director Dusty Wiley. Motion Passed.

### **Ratification of Executed Contract:**

None

### **Action Items:**

July and August Meeting Schedule- Director Richard Kirton said Kitsap 911 is proposing to reschedule the Special Board of Directors meeting for August 9<sup>th</sup> and is wondering if the Executive Committee would like to cancel August 23<sup>rd</sup> Executive Committee meeting.

Director David Ellingson made a motion to approve to reschedule the Special Board of Directors Meeting to August 9<sup>th</sup> and cancel the August 23<sup>rd</sup> Executive Committee. Motion was seconded by Director Dusty Wiley. Motion Passed.

### **Staff Reports:**

### **LMR Project Update**

There is nothing new to report and the vendor recommendation will be at the next meeting.

### **Finance Report**

Finance Manager Steve Rogers reported our financial position as of May 31, 2023 (attached in agenda packet). Sales tax continues to trend slightly above expectations. Sales tax was 2% above expectations. The only variation from the budget was due to user agency timing fees we see from month to month. For operating expenditures, 6.3 of 6.5M has been expended year to date. The majority is from operating supplies and services. For the Radio, LMR, and Radio replacement projects, 3.3M has been expended. No reserves have been used to date and risks remain the same.

### **Staffing Report**

Human Resource Manager Rachael Taylor reported there are currently 10 vacant positions on the dispatch floor. Since the last meeting, three people have resigned. There are currently 4 call receivers training on the operations floor. There are four trainees starting in August and additional four hiring for the January academy. In August, we are posting two Technical Services Group positions and one Executive Assistant position.

### **Goals Update**

Technical Systems Manager Brandon Wecker reported on the status of the 2023 Projects.

2019-2 Support RMS/JMS replacement- Kitsap County is marking this project as closed but they do have a few holdover punch items. Kitsap 911 is working with Kitsap County and Hexagon to complete the updates to this, and we will not be marking it closed at this time.

2019-3 Replace UPS System-Two proposals were received by the deadline, but Kitsap 911 is revising the proposal.

2022-08 Complete TSG Staffing Analysis-This project was to analyze staffing and bring a recommendation for future staffing. The analysis is complete and we have begun implementation of the recommendations. This project is marked as complete.

2022-9 Replace Security System- This is for the CCTV system and card access for the building. Kitsap 911 is working on the final punch list items for this project, and we expect completion soon.

2022-12 MCT Replacement- This project is to replace all MCTs. All MCTs have been imaged and we are handing them out as soon as agencies can accept them. This project is marked as complete.

2023-27 Support Fire Service Efforts to improve wait times with St Michaels Medical Center- This project was brought up at the last board meeting and is to improve information sharing with St. Michaels Medical Center. Kitsap 911 has restarted this effort with the Operations Chiefs and Bremerton Fire is going to take the lead on the initial testing.

### **Emerging Issues-**

No Report

### Good of the Order-

None

### **Adjournment 13:13**

The next regular meeting of the Kitsap 911 Executive Committee will be August 9, 2023



# Kitsap 911 Executive Committee Meeting of August 9, 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 Joe Deets, Director Greg Wheeler, Legal Counsel for Kitsap 911 Ken Bagwell, Executive Director Richard Kirton, Deputy Director Maria Jameson-Owens, Assistant Director of Operations Jamie Donley, Finance Manager Steve Rogers, Technical Systems Manager Brandon Wecker, Radio Program Manager Scott Peabody and Administrative Specialist Stephanie Browning Guests:

Absent: Director John Gese, Strategic Advisory Board Chair Chief Ron Harding, Strategic Advisory Vice Chair Jim Gillard.

**Call to Order.** Chair Dusty Wiley called the meeting to order at 1327.

**Public Comment: None** 

**Additions:** None

**Approval of Minutes 06/28/2023:** 

Director David Ellingson made a motion to approve minutes from 06/28/2023. Motion was seconded by Director Joe Deets. Motion Passed.

### **Approval of Payment of Claims-Fund 89822:**

Director David Ellingson moved approval of A/P 5774 through 5834 Total \$422,588.87 Payroll dated 07/07/2023 and 07/21/2023 Total \$851,206.31 Use Tax 06/01/2023-06/31/2023 Total \$72.23 Motion was seconded by Director Dusty Wiley. Motion Passed.

### **Ratification of Executed Contract:**

K911-059 Clearwire-Director Richard Kirton reported this is a contract for lease estate on Carver Street; this lease is scheduled to expire in 2025 and they wanted to renew early. Kitsap 911 did a price analysis to make sure it was still on track and recommends approving a renewal through 2036.

Director David Ellingson made a motion to ratify contract K911-059 with Clearwire. Motion was seconded by Director Joe Deets. Motion Passed.

### **Action Items:**

None

### **Discussion:**

None

### **Staff Reports:**

### **LMR Project Update**

Radio Program Manager Scott Peabody presented on the status (presentation attached) of the LMR project. The FCC has granted 7 of the 11 licenses that we have in process. The radio spectrum analysis for the radio system planning is taking place. There is an osprey nest at Mandus Olson, and work cannot take place while they are active, but bird abatement equipment has been ordered. The UPS system RFP had no acceptable proposals and will go back again. The target date to publish the DC Power RFP is 08/15/2023 with proposals due on 09/26/2023.

### **Finance Report**

Finance Manager Steve Rogers reported our financial position as of June 30, 2023 (attached in agenda packet). The revenues are either right in-line with expectations or slightly above and the operating and capital expenses are below expectations. No reserves have been used to date, and the risks remain the same.

### **Staffing Report**

Deputy Director Maria Jameson-Owens reported that the operations group is currently 10.5 positions short. A few trainees left last week and the goal was to hire four for the August class, but we ended up only hiring one. The next hiring will be at the end of August/September. A new position will be opening in the Admin Department and two technical positions.

### **Goals Update**

Executive Director Richard Kirton reported that all items are still on track with no significant changes.

### **Emerging Issues-**

Mr. Kirton said we are seeing more people trying out Artificial Intelligence (AI). There are some 911 centers using AI to answer their non-emergency lines.

Mr. Kirton said the remote 911 is advancing and we now have a call-taking working remotely from North Carolina.

### **Executive Session-**

No Executive Session was needed but will be a standing agenda item.

# **Good of the Order**-None

# Adjournment 13:45

The next regular meeting of the Kitsap 911 Executive Committee will be September 13, 2023

Kitsap 911

## Warrant # 5835-5867

As Of: 08/07/2023

Time: 12:38:58 Date: 08/03/2023 Page: 1

Accts					
Pay #	Received	Date Due	Vendor	Amount	Memo
6888	07/28/2023	08/07/2023 154	ABM JANITORIAL SERVICES	1,517.26	July 2023 Janitorial Services
6889	07/24/2023	08/07/2023 157	ADCOMM ENGINEERING LLC	6,270.00	FCC Licensing Services June 2023 Billing
6903	07/01/2023	08/07/2023 592	CAROLYN WIXSON	6,550.00	Newberry Backup Center Lease- Prepayment of First
					Month/Security Deposit/PrePayment Septic
6892		08/07/2023 172	CENTURYLINK		07.16-08.16.23
6921		08/07/2023 483	CONNECTWISE		08.01.2023-08.31.2023
6893		08/07/2023 564	DOORDASH INC		Monthly DashPass
6894		08/07/2023 564	DOORDASH INC		Expense Meals
6895		08/07/2023 579	EADIE KALTENBACHER		July 2023
6896		08/07/2023 201	GTP ACQUISITION PARTNERS I LLC	4,852.14	View Park Tower Rental
6898		08/07/2023 576	HERMANSON COMPANY, LLP	1,174.68	2023-0801A Simon PT HVAC Services
6907		08/07/2023 570	HIS HANDS MAINTENANCE		August 2023 Landscaping Services
6899		08/07/2023 240	JEFFERSON COUNTY PUD #1		06.07-07.12.23
6891		08/07/2023 588	JOSEPH P BLASCHKA JR, DBA CEJA ENGINEERING C		Radio Engineering Services-July 2023
6900		08/07/2023 210	KELLEY IMAGING		08/15-09/14/2023
6901		08/07/2023 213	KITSAP SUN (ADVERTISING)		UPS RFP Legal Notice
6902		08/07/2023 217	LEGACY TELECOMMUNICATIONS		2023-0703 Tower Site Annual Generator Inspections
6890		08/07/2023 590	LEGIONARY HANDYMAN LLC	1,747.20	Tree Removal-Port Orchard
6920		08/07/2023 218	LOWE'S BUSINESS ACCOUNT		Current Statement Balance
6897		08/07/2023 476	MARK SIPES, HARBOR ENGRAVING		Engraving
6904		08/07/2023 224	NILSSON AUDIOLOGY		Audiogram for applicant medical testing
6905		08/07/2023 507	NORTHWEST OPEN ACCESS NETWORK		July 2023
6906		08/07/2023 225	OFFICE DEPOT	184.41	2023-0724A
6908		08/07/2023 231	PAUL KIRCHOFF		June 2023 Background Investigations
6909	08/02/2023	08/07/2023 232	PENINSULA LIGHT CO.	86.90	06/15-07/15/2023
6910	08/02/2023	08/07/2023 235	PHILLIPS 66 CO/SYNCB	39.86	Current Receipts
6911	07/07/2023	08/07/2023 591	PROWORKS ENTERPRISES, LLC	37,903.33	2023-0329- Orchard Heights Tower Site Building
					Repair
6912		08/07/2023 241	PUGET SOUND ENERGY	430.17	July 2023 Mandus Olson
6913		08/07/2023 584	RS AMERICAS, INC		2023-0711B
6914		08/07/2023 457	SHELL SMALL BUSINESS		Current Statement balance as of 08/03/23
6915		08/07/2023 249	SPOK, INC.		08/01-08/31/23
6916		08/07/2023 311	T-MOBILE		06/21-07/2023
6917		08/07/2023 264	VERIZON WIRELESS		06/11-07/10/23
6918		08/07/2023 267	WCP SOLUTIONS		2023-0731
6919	08/01/2023	08/07/2023 163	WM CORPORTATE SERVICES INC	545.95	07/01-07/31/23
			Report Total:	129,940.22	

9

Kitsap 911 Time: 12:38:58 Date: 08/03/2023

As Of: 08/07/2023

Page:

2

Accts

Pay # Received Date Due Vendor Amount Memo

### 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.

08/03/2023 APPROVED BY 08/03/2023 **AUDITING OFFICER** 

ATTACHED DOCUMENTS ARE ORIGINAL AND CERTIFIED BY

08/03/2023 EXECUTIVE COMMITTEE CHAIR

### Kitsap 911

6934

6935

Warrant #5868-5881 As Of: 08/14/2023

Accts Date Due Vendor Pay # Received Amount Memo 08/08/2023 08/14/2023 479 AT&T MOBILITY LLC 389.40 06.20-06.19.23 6925 6923 08/08/2023 08/14/2023 322 CENTURYLINK, BUSINESS SERVICES 90.25 07.04.23-08.03.23 6922 08/08/2023 08/14/2023 172 CENTURYLINK 66.93 206.780.8056 August 2023 08/08/2023 08/14/2023 198 6924 **FEDEX** 63.17 August 04, 2023 Statement 08/04/2023 08/14/2023 576 HERMANSON COMPANY, LLP 6926 913.44 2023-0801A Simon Point HVAC 6927 08/04/2023 08/14/2023 561 LUMEN, LEVEL3 COMMUNICATIONS LLC 1,347.04 08.01-08.31.2023 08/07/2023 08/14/2023 233 6928 PENINSULA SERVICES 20.00 CD # 105546 (07/14/23) 08/05/2023 08/14/2023 261 6929 PETEK & ASSOCIATES 1,925.00 July 2023 Pre-Employment Psychological Exam 6930 08/08/2023 08/14/2023 235 PHILLIPS 66 CO/SYNCB 105.67 Current Receipts as of 08/10/23 6931 08/08/2023 08/14/2023 241 **PUGET SOUND ENERGY** 12,418.96 August 2023 Electical 08/09/2023 08/14/2023 411093 6932 ROGERS, STEVEN D 54.67 Reimbusment for APCO International Travel expenses 6933 08/03/2023 08/14/2023 245 **SELECT ADVANTAGE** 50.00 July 2023 Dispatch Assessment Services

Report Total:

113,798.47

94,553.94 September 2023 Medical

1,800.00 Access User Fees

### STATE OF WASHINGTON - COUNTY OF KITSAP

**TPSC** 

08/10/2023 08/14/2023 273

08/07/2023 08/14/2023 266

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.

WA STATE PATROL BUDGET & FISCAL SERVICES

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

Stephanie Browning 08/10/2023

O8/10/2023

Time: 15:24:03 Date: 08/10/2023

Page:

Warrants # 5882-5892

As Of: 08/18/2023

Time: 08:03:55 Date: 08/17/2023

Page:

Accts						
Pay #	Received	Date Due	Vendor		Amount	Memo
6946	08/11/2023	08/18/2023 154	ABM JANITORIAL SERVICES		426.72	July 2023 Extra Janitorial Service Days
6947	08/11/2023	08/18/2023 470	COMCAST		527.78	08/18-09/17/2023
6948	08/14/2023	08/18/2023 555	EVERGREEN HEALTH		2,238.75	07.01-07.31.23
6949	08/14/2023	08/18/2023 570	HIS HANDS MAINTENANCE		3,068.52	Bark Mulch
6950	08/15/2023	08/18/2023 204	HOLADAY PARKS, INC.		3,647.28	HVAC maintenance
6951	08/15/2023	08/18/2023 216	LANGUAGE LINE SERVICES, INC.		232.61	07.01.23-07.31.23
6952	08/15/2023	08/18/2023 590	LEGIONARY HANDYMAN LLC		764.40	Tree Removal Bainbridge Island
6953	08/07/2023	08/18/2023 593	MJM THUNDER PRODUCTS LLC		308.95	Osprey Guards
6956	08/15/2023	08/18/2023 241	PUGET SOUND ENERGY		203.99	07/10-08/08 Mandus Olson
6954	07/06/2023	08/18/2023 496	SMARSH INC		4,967.20	06.20.23-12.10.23
6955	08/11/2023	08/18/2023 478	ZONES, LLC		6,017.29	2023-0711B
				Report Total:	22,403.49	

### STATE OF WASHINGTON - COUNTY OF KITSAP

Kitsap 911

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

Star Roy
08/17/2023

Stephanie Browning
08/17/23

Kitsap 911 Warrants #5893-5904

As Of: 08/28/2023

Time: 13:25:25 Date: 08/24/2023

Page:

Accts					
Pay #	Received	Date Due	Vendor	Amount	Memo
6958	08/17/2023	08/28/2023 157	ADCOMM ENGINEERING LLC	142.50	FCC Licensing Services August 2023 Billing
6959	08/07/2023	08/28/2023 573	BAGWELL LAW PLLC	214.50	07.01-07.31.2023
6960	08/22/2023	08/28/2023 188	DATEC INCORPORATED	2,686.32	2023-0813A
6961	08/15/2023	08/28/2023 198	FEDEX	176.72	August 18, 2023 Statement
6962	08/22/2023	08/28/2023 529	GAMBER-JOHNSON LLC	176.00	2023-0814
6963	08/18/2023	08/28/2023 213	KITSAP SUN (ADVERTISING)	141.16	DC Power Legal Notice
6970	08/24/2023	08/28/2023 514	LM INSURANCE CORPORATION	29.00	Additional Works Comp for North Carolina
5964	08/18/2023	08/28/2023 226	MAGNUM PRINT SOLUTION	125.47	Toner for Operations Floor Fax Machine
5965	08/21/2023	08/28/2023 244465	MEEDER , JASON R	120.00	Reimbursement for APCO Conference Classes
5969	08/23/2023	08/28/2023 232	PENINSULA LIGHT CO.	85.14	07.15-08.15.23
6966	08/21/2023	08/28/2023 480	PLATT ELECTRIC SUPPLY	40.76	2023-0817
6967	08/18/2023	08/28/2023 264	VERIZON WIRELESS	42,489.26	07.11-08.10.23
			Rep	oort Total: 46,426.83	

### 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

Star Pog 08/24/2023

O8/24/2023

O8/24/2023

Kitsap 911

Warrants #5905-5923 As Of: 09/05/2023

			• •		3
Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6979	08/29/2023	09/05/2023 154	ABM JANITORIAL SERVICES	1,517.26	August 2023 Janitorial Services
6980	08/28/2023	09/05/2023 479	AT&T MOBILITY LLC	389.40	07.20-08.19.2023
6981	08/28/2023	09/05/2023 172	CENTURYLINK	3,195.62	08.16-09.16.23
6982	08/23/2023	09/05/2023 551	CH2O, INC.	270.27	August Labor for Glycol Installation
6983	08/28/2023	09/05/2023 174	CITY OF BREMERTON UTILITY BILLING	750.24	07.03-08.07.23
6984	08/30/2023	09/05/2023 183	CRESCENT MOON CATERING	294.59	BOD Meeting 03/07/2023
6985	08/17/2023	09/05/2023 594	CROW CANYON SYSTEMS, INC	3,588.00	Purchasing Software Annual Term 08/18-08/17/2024
6986	08/24/2023	09/05/2023 188	DATEC INCORPORATED	1,220.86	2023-0503A
6987	08/24/2023	09/05/2023 198	FEDEX	33.34	August 25, 2023 Statement
6988	08/30/2023	09/05/2023 201	GTP ACQUISITION PARTNERS I LLC	4,852.14	View Park Tower Rental
6992	08/28/2023	09/05/2023 240	JEFFERSON COUNTY PUD #1	253.10	07.12-08.15.23
6990	08/28/2023	09/05/2023 590	LEGIONARY HANDYMAN LLC	2,948.40	Tree Removal- Fire Training Center
6989	08/23/2023	09/05/2023 476	MARK SIPES, HARBOR ENGRAVING	10.90	Engraving
6991	08/31/2023	09/05/2023 507	NORTHWEST OPEN ACCESS NETWORK	312.00	August 2023
6993	08/28/2023	09/05/2023 457	SHELL SMALL BUSINESS	39.74	Statement Balance and Close out of account
6994	08/31/2023	09/05/2023 249	SPOK, INC.	29.75	09.01-09.30.23
6995	08/28/2023	09/05/2023 311	T-MOBILE	10.62	07.21-08.20.23
6996	08/30/2023	09/05/2023 398727	WECKER, BRANDON S	968.82	Reimbursement for Nashville APCO Conference
6997	08/28/2023	09/05/2023 163	WM CORPORTATE SERVICES INC	706.22	08/01-08/31/2023

Report Total:

### 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 08/31/2023

Stephanie Browning 08/31/2023

21,391.27

Time: 13:36:54 Date: 08/31/2023

Page:

### Kitsap 911

Warrant # 5925-5951 As Of: 09/20/2023

Time: 14:52:58 Date: 09/18/2023 Page: 1

Accts	Danainad	Data Dua	Vender	A	Mana
Pay #	Received	Date Due	Vendor	Amount	Memo
7011	09/10/2023	09/20/2023 154	ABM JANITORIAL SERVICES	533.40	Additional Janitorial Days for Aug 2023
7012	09/11/2023	09/20/2023 154	ABM JANITORIAL SERVICES	1,927.00	Carpet Cleaning
7013	09/08/2023	09/20/2023 573	BAGWELL LAW PLLC	799.50	08.01-08.31.2023
7014	09/15/2023	09/20/2023 322	CENTURYLINK, BUSINESS SERVICES	81.51	08.04-09.03.2023
7015	09/15/2023	09/20/2023 172	CENTURYLINK	66.93	09.02-10.02.2023 206-780-8056 131B
7016	09/18/2023	09/20/2023 470	COMCAST	527.78	09.18-10.17-2023
7017	09/01/2023	09/20/2023 483	CONNECTWISE	2,194.92	09.01-09.30.2023
7018	09/01/2023	09/20/2023 188	DATEC INCORPORATED	1,465.07	2023-0816B
7019	09/01/2023	09/20/2023 564	DOORDASH INC	366.00	Monthly DashPass Subscription
7020	09/05/2023	09/20/2023 564	DOORDASH INC	639.76	Expenses Meals
7021	09/01/2023	09/20/2023 579	EADIE KALTENBACHER	12,750.00	September 2023
7022	09/14/2023	09/20/2023 555	EVERGREEN HEALTH	1,353.25	August 1-31, 2023
7023	09/14/2023	09/20/2023 198	FEDEX	30.75	September 08, 2023 Statement
7034	09/01/2023	09/20/2023 570	HIS HANDS MAINTENANCE	993.72	September 2023 Landscaping
7024	09/08/2023	09/20/2023 204	HOLADAY PARKS, INC.	762.22	Intermitted alarms at Carver
7025	09/08/2023	09/20/2023 204	HOLADAY PARKS, INC.	1,419.60	July Maintenance Control
7026	09/13/2023	09/20/2023 585	JUSTICE SYSTEMS CORPORATION	7,174.44	Remaining Balance To July 2023 Security System
7027	09/15/2023	09/20/2023 210	KELLEY IMAGING	242.70	09/15-10/14/2023
7028	09/01/2023	09/20/2023 216	LANGUAGE LINE SERVICES, INC.	760.31	08.01.23-08.31.2023
7029	09/01/2023	09/20/2023 590	LEGIONARY HANDYMAN LLC	6,279.00	33331 Summer Place Port Orchard Tree Removal
7030	09/01/2023	09/20/2023 561	LUMEN, LEVEL3 COMMUNICATIONS LLC	1,347.04	09.01-09.30.2023
7031	09/14/2023	09/20/2023 595	NATIONAL AUTO FLEET GROUP	61,730.84	Ford F250 Crew Truck Puchase- WA State Contract
7032	09/04/2023	09/20/2023 225	OFFICE DEPOT	18.90	2023-0830B
7033	09/11/2023	09/20/2023 225	OFFICE DEPOT	35.90	Office Supplies
7035	09/01/2023	09/20/2023 233	PENINSULA SERVICES	20.00	CD #105915 (08/15/2023)
7036	09/13/2023	09/20/2023 241	PUGET SOUND ENERGY	12,602.85	September 2023 Electrical
7042	09/11/2023	09/20/2023 411135	RORIE, RYAN J	116.68	365Educon conference travel reimbursement
7037	09/01/2023	09/20/2023 259	THE DOCTORS CLINIC	340.00	Applicant Medical Testing
7038	09/13/2023	09/20/2023 263	US BANK	10,565.75	07.25.2023 Statement
7040	09/01/2023	09/20/2023 596	WEX BANK	174.60	August 2023 Fuel Purchases
7041	09/15/2023	09/20/2023 478	ZONES, LLC	120.82	2023-0821
			Donart Total	127 //1 2/	

Report Total:

127,441.24

Kitsap 911 Time: 14:52:58 Date: 09/18/2023

As Of: 09/20/2023

Page:

2

Accts

Pay # Received Date Due Vendor Amount Memo

### 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

09/19/2023

enhanie Brownina 09/18/2023



# Kitsap 911

# Affidavit For Payroll Issue

Pay Date: 08/04/2023

Pay Period: 07/17/2023 to 07/30/2023

Pay Detail - FD00822						
Item	Amount					
Net Payroll	\$ 219,341.34					
941 Tax (Withholding, Social Security & Medicare)	83,832.40					
Unemployment	613.15					
Labor & Industries	1,293.04					
PFML Premiums	2,444.87					
Long-Term Care Act Premiums	1,583.88					
PERS 2 & PERS 3	49,925.45					
Washington State Deferred Comp	1,956.03					
Mission Square Deferred Comp and Roth IRA	3,437.22					
AFLAC	578.61					
Guild Dues	1,687.50					
Total Payroll	\$ 366,693.49					

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT							
Item	Employee Portion	Kitsap 911 Portion		Total			
Health Insurance	\$ 2,039.08	\$ 42,370.36	\$	44,409.44			
Dental Insurance	143.20	3,218.84		3,362.04			
Life Insurance	159.13	314.23		473.36			
Total Health Care & Other Benefits/Deduction	\$	48,244.84					

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:	\$ 414,938.33
Transferred to Payroll Account	\$ 366,693.49
Ster Rog	08/02/2023
Prepared By (Kitsap 911)	DATE
M	08/02/2023
Authorized Signature (Kitsap 911)	DATE
Executive Committee Chair	DATE



# Kitsap 911

# Affidavit For Payroll Issue

Pay Date: 08/18/2023

Pay Period: 07/31/2023 to 08/13/2023

Pay Detail - FD00822						
Item	Amount					
Net Payroll	\$ 220,576.12					
941 Tax (Withholding, Social Security & Medicare)	83,743.69					
Unemployment	621.12					
Labor & Industries	1,301.76					
PFML Premiums	2,363.72					
Long-Term Care Act Premiums	1,576.66					
PERS 2 & PERS 3	49,617.04					
Washington State Deferred Comp	1,957.19					
Mission Square Deferred Comp and Roth IRA	3,483.94					
AFLAC	578.61					
Guild Dues	1,657.50					
Total Payroll	\$ 367,477.35					

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT							
Item	Employee Portion	Kitsap 911 Portion		Total			
Health Insurance	\$ 1,943.01	\$ 42,465.77	\$	44,408.78			
Dental Insurance	135.00	3,226.08		3,361.08			
Life Insurance	159.12	314.23		473.35			
Total Health Care & Other Benefits/Deduction	IS		\$	48,243.21			

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:	\$ 4	15,720.56
Transferred to Payroll Account	\$ 3	67,477.35
Stan Rog	08/16/20	023
Prepared By (Kitsap 911)	DATE	
	8//8	له/ا
Authorized Signature (Kitsap 911)	DATE	
	D. (1977)	
<b>Executive Committee Chair</b>	DATE	



# Kitsap 911

# Affidavit For Payroll Issue

Pay Date: Pay Period: 09/01/2023

08/14/2023 to 08/27/2023

Pay Detail - FD0	00822
Item	Amount
Net Payroll	\$ 222,914.52
941 Tax (Withholding, Social Security & Medicare)	85,113.73
Unemployment	615.37
Labor & Industries	1,345.37
PFML Premiums	2,387.10
Long-Term Care Act Premiums	1,613.53
PERS 2 & PERS 3	50,662.59
Washington State Deferred Comp	1,963.02
Mission Square Deferred Comp and Roth IRA	3,761.92
AFLAC	578.61
Guild Dues	1,687.50
Total Payroll	\$ 372,643.26

Healthcare & Other Benefits/Deductions	- Paid from A	ccounts Payab	le or	· by EFT
Item	Employee Portion	Kitsap 911 Portion		Total
Health Insurance	\$ 1,943.19	\$ 42,466.25	\$	44,409.44
Dental Insurance	131.69	3,184.58		3,316.27
Life Insurance	159.13	314.23		473.36
Total Health Care & Other Benefits/Deduction	IS		\$	48,199.07

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:	\$ 420,842.33
Transferred to Payroll Account	\$ 372,643.26
Ster Rog	08/29/2023
Prepared By (Kitsap 911)	DATE
M	08/29/2023
Authorized Signature (Kitsap 911)	DATE
Executive Committee Chair	DATE



## **Combined Excise Tax Return**

#### 604-008-144 KITSAP 911 PUBLIC AUTHORITY

Filing Period: July 31, 2023 Due Date: August 25, 2023

Filing Frequency: Monthly

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	1,336.54	0.00	1,336.54	0.065000	86.88
			Total State Sa	les and Use	86.88
Local City and/or County l	Jse Tax/Deferred Sales	Тах			
Location			Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON			1,336.54	0.027000	36.09
	Total Local C	ity and/or Count	y Use Tax/Deferred	Sales Tax	36.09
			Total Tax		122.97
			Subtotal		122.97
		Total	Amount Owed		122.97

Prepared By: Steve Rogers

**E-Mail Address:** srogers@kitsap911.org

 Submitted Date:
 8/21/2023

 Confirmation #:
 0-035-093-414

Payment Type: Bank Account (ACH Debit)

 Amount:
 \$122.97

 Effective Date:
 8/25/2023

Prepared by: Star Rogers, Finance Manager	Date:08/21/2023	
Steve Rogers, Finance Manager		
Reviewed by:	Date:	
Richard Kirton, Executive Director		
Approved by:	Date:	20
Executive Committee Board Member		



# KITSAP 911 CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION	
1. Contractor CommonSpirit	
2. Purpose Lease Agreement	
3. Contract Amount \$54,462.72 annually + Disburse	Receive
3% annual increase	х
4. Contract Term 1 year plus 9 additional 1 year tems	
Contract Administrator <u>Mark Nelson</u>	Phone
Approved: Richard Kirton	Date 09/20/2023
Executive Director	
D. ACCOUNTING INFORMATION	
B. ACCOUNTING INFORMATION	
1. Contract Control Number K911-058	
2. Fund Name Kitsap 911 Opera	ations
Payment from-Revenue to CC/Account Nbr	
4. Encumbered By	Date
C. RISK MANAGER REVIEW	
C. RISK MANAGER REVIEW      1.	
1. x Approved Not Approved  Reviewer Tanya Crites	Date
1. x Approved Not Approved	_ Date
1. x Approved Not Approved  Reviewer Tanya Crites	_ Date
1. x Approved Not Approved  Reviewer Tanya Crites 2. Comments:	Date
1. x Approved Not Approved Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW	Date
1 x Approved Not Approved Reviewer _Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1 x Approved Not Approved	
1 x _ Approved Not Approved Reviewer _ Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1 x _ Approved Not Approved Reviewer Not Approved	Date
1.	Date S CONTRACT IS ONTRACT SIGNER.
1.	Date S CONTRACT IS ONTRACT SIGNER.
1.	Date S CONTRACT IS ONTRACT SIGNER.

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

# Technology Facility Lease Agreement

911 Carver Street, Bremerton, Washington 98312

THIS LEASE ("Agreement") by and between **Kitsap 911**, a public authority of the State of Washington (hereinafter referred to as "Lessor"), duly organized pursuant to RCW 35.21.730 through 35.21.759 and existing under the laws of the State of Washington and whose interest in the premises hereinafter described on Exhibit A is that of Kitsap 911 with the right to sublet, and **CommonSpirit Health**, a Colorado nonprofit corporation authorized to do business in Washington (hereinafter referred to as "Lessee").

### BACKGROUND

WHEREAS, Lessor is the owner of the 911 Public Safety Communications Facility ("the Premises"), located at 911 Carver Street, Bremerton, Kitsap County, Washington 98312; and

WHEREAS, the Lessor's predecessor, Kitsap County CENCOM, and the Lessee's predecessor, Harrison Medical Center, entered into an agreement on October 8, 2012; and

WHEREAS, the previous agreement will expire on October 8, 2024; and

WHEREAS, the Lessor and Lessee desire to cancel the prior agreement and enter into this Lease Agreement for a term of 1-year, subject to the terms and conditions set forth herein; and

WHEREAS, Lessee desires to utilize certain portions of the Premises on the terms herein set forth, to install certain equipment hereinafter described; and

WHEREAS, the parties find and declare that entering into this Agreement is in the best interests of the citizens within the respective jurisdiction or business area of the parties and will advance the health, safety, and welfare of such citizens.

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, agree as follows:

### **DEFINITIONS**

As used in this Agreement, the following words have the meanings herein specified, unless otherwise specifically provided:

(a) "Facilities" means Lessee's entire installation, including Lessee's equipment installed at the Premises and all electrical and optical waveguide and copper cable communications

CSH Site Name: 911 Carver St., Bremerton, WA 98312 CommonSpirit Agreement ID: [PHX-257438]

connections serving same as more specifically described on Exhibit "B" (Site Plan) attached hereto and incorporated herein by this reference.

Kitsap 911 Site Name: 911 Carver

Kitsap 911 Agreement ID: K911-058

- (b) "Interference" with a radio frequency operation activity means a condition which constitutes "Radio Interference" within the meaning of the Western Washington Cooperative Interference Committee ("WWCIC") Engineering Standard #6 Rev. C (02-97) for Radio Transmitting and Receiving Devices and FM Broadcasting attached for convenience as Exhibit "C", as such may be modified from time to time, as well as the applicable rules and regulations of the Federal Communications Commission ("FCC").
- (c) "Management" means Kitsap 911 or any successor entity designated by Lessor to be manager of the Premises.
  - (d) "Parties" means Lessor and Lessee.
- (e) "Premises" means Lessor's Public Safety Communications Facility located at 911 Carver Street, Bremerton, WA as more specifically described on Exhibit "B" attached hereto and designated by Lessor for the housing of Lessee's equipment in common with Lessor and other tenants' equipment.
- (f) "Tenant" or "other Lessee" means any Lessee now or hereafter on the Premises (other than Lessee) and will include the Lessor.

### SECTION 1 COMMENCEMENT DATE, DURATION AND TERMINATION

The initial term of this Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2022 ("Commencement Date"). This Agreement shall automatically be renewed nine (9) additional one (1) year terms (each a "Renewal Term") unless Lessee gives notice of the intent not to renew at the end of the then current term by giving Lessor written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term.

No Agreement shall be renewed until any defaults or defects in the Lessee's performance have been cured, or a plan describing the corrective actions and dates Lessee will complete cures has been approved by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary in this Agreement, Lessee will have the right to terminate this Agreement at any time upon at least sixty (60) days written notice to Lessor if the Premises are or become unnecessary or inappropriate for Lessee's use for any reason in Lessee's sole discretion.

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

### **SECTION 2 LEASE FEES**

Annual fees for the period from July 1, 2024 to June 30, 2025 will be \$54,462.72, or \$11,976.60 per equipment cabinet. On the Commencement Date, Lessor has four (4) equipment cabinets.

Commercial and generator-produced back-up power shall be supplied by Lessor for \$6,556.32 per year.

Thereafter, the annual lease and power fees will increase by three percent (3%) on the annual anniversary of the Commencement Date of the Agreement to include renewal terms. Fees are due on the Commencement Date and on each annual anniversary of the Commencement Date thereafter, in advance, payable to Lessor, partial years to be prorated. Lessee shall pay annual fees without invoice or other notice from Lessor. Notwithstanding the foregoing, the fees for the period from July 1, 2024 to June 30, 2025 are due on or before July 1, 2024.

Within thirty (30) days following the date this lease is fully executed the following onetime fees shall be paid by Lessor to Lessee:

- > \$25,000.00 to provide increased cooling system capacity for the Lessor's equipment.
- > \$221,993.78 as detailed below:

Lessor and Lessee acknowledge that Section 2 of the Prior Agreement specified fees on a per cabinet basis, but did not specify the number of cabinets occupied by Lessee. Lessee mistakenly made payments based on occupying a single cabinet, resulting in underpayment of fees under the Prior Agreement. Within thirty (30) days of the full execution of this Agreement, Lessee shall pay to Lessor the amount of \$221,993.78 as full settlement of the fees due under Section 2 of the Prior Agreement. This amount includes the annual fee owed under the Prior Agreement through June 30, 2024.

Any payment received after the due date shall include a late payment penalty of 2% of the annual fee for each month or part thereof past the due date. Lessor's late payment penalty for unpaid fees begins the day following the annual anniversary of the Commencement Date. Early payment of fees by Lessor will be accepted by Lessee.

Any changes, modifications or alterations to Lessee's Facilities at the Premises must be approved in advance by Lessor, in writing, and may result in the imposition of additional lease fees for Lessor's reasonable and actual costs, provided, however, such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything in this Agreement to

CSH Site Name: 911 Carver St., Bremerton, WA 98312 CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

At all times during the term of this Agreement, Lessee shall have the right of access to its Facilities installed hereunder 24 hours per day 365 days per year. Lessor shall provide one access card to Lessee. Lessor will make a good faith effort to provide new access card to Lessee due to changes by Lessor. Lessor reserves the right to deny access to any service agencies or individual persons at the reasonable discretion of Lessor. Access will not be unreasonably withheld.

As partial consideration for Lease Fees paid under this Agreement, and subject to the Land Lease Agreement, Lessor hereby grants Lessee easements on, and across the Property upon which the Premises are situated for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone interconnection service cable and / or optical waveguide, and to service the Facilities at all times during the Initial Term of this Agreement and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Agreement.

Only those employees, engineers, service technicians, contractors, subcontractors, agents, or persons under its direct supervision and control whom Lessee shall have designated to Lessor in writing as Lessee has authorized as representatives shall be permitted by Lessor to access the Premises. Lessee shall perform due diligence in providing the name, address and date of birth of all personnel requiring access to the Premises in order for Lessor to perform a criminal background check on such individuals. Only individuals who satisfactorily pass the criminal background check shall be allowed access to the Premises. All work performed by or for Lessee upon the Premises shall be performed at Lessee's expense by authorized personnel. In no event shall Lessor be responsible for supervision of Lessee's authorized personnel.

Lessor reserves the right to escort Lessee's authorized personnel at its discretion, at any time Lessee's authorized personnel access the Premises. Lessee agrees that Lessor shall have no responsibility or liability for the conduct or safety of any of Lessee's representatives or personnel, while on any part of the Premises. The parties agree that Lessee shall be solely liable for any claims or damages resulting from injuries, death or property damage which may arise from, or in connection with, the Lessee's operation, maintenance, or use in or on the Premises.

### SECTION 4 TECHNICAL STANDARDS

Lessor, or its designated representative, shall have the right throughout the term of this Agreement to:

- (a) Approve the location of all of Lessee's Facilities, such approval not to be unreasonably withheld, conditioned or delayed;
- (b) Approve the size, type and quality of the Facilities, including any and all material and substantive repairs and electrical connections thereto;

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

(c) Require Lessee, at Lessee's expense, to take all action necessary to eliminate objectionable interference that is caused directly by Lessee's Facilities to equipment that is existing at the Premises prior to the Commencement Date of the Agreement;

(d) Require Lessee to temporarily cease operation or change equipment configuration as may be required to conduct tests, perform work or make emergency repairs.

Lessee shall install and operate its Facilities in compliance with all applicable state and local fire and electrical codes. Lessee shall operate its Facilities in compliance with the applicable rules and regulations of the FCC and the recommended standards of the WWCIC.

Lessee shall post a clearly visible sign at the Premises identifying the Lessee's:

- Name
- > Site Identifier
- > Telephone Number which is answered at all times by a person knowledgeable about the Facilities and who can dispatch Lessee's technical representative.

Revisions to above information shall be provided by Lessee to Lessor.

### SECTION 5 ELECTRICAL POWER

During the term of this Agreement, Lessor will provide Lessee with access to on-site electric service connection for power supplied by a commercial utility company, an uninterruptable power system and on-site emergency generator to operate Lessee's Facilities installed hereunder at Lessee's sole expense. The cost for power supplied by Lessor to Lessee will be the responsibility of Lessor.

Lessee and Lessor understand and agree that the furnishing of access to a Lessor's power systems is solely a matter of convenience for Lessee and does not place any collateral risk on Lessor. Lessor is in no way responsible for the provision of electrical power to Lessee and Lessee acknowledges that it is the responsibility of Lessee to protect its equipment from power interruptions. Except for the sole negligence or willful misconduct of Lessor, its employees, servants or agents, Lessor shall not be responsible for any damage to Lessee's Facilities related to loss of power for its Facilities.

### SECTION 6 INSPECTION

Lessee shall notify Lessor upon completion of initial installation of Lessee's Facilities, and shall afford Lessor the opportunity to inspect the installation. Lessor's inspection of such installation shall not be construed in any way as approval by Lessor of the adequacy or safety of the installation or a waiver of any of Lessor's rights hereunder; and the Lessee shall be solely responsible for the adequacy and safety of the installation and operation of its Facilities. Lessee

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

shall pay to Lessor on demand the cost of repairing any damage to the Premises to the extent caused by Lessee's installation of its Facilities.

Lessor shall have the right to inspect Lessee's Facilities at any time during the term of this Agreement to ensure compliance with the terms and conditions herein. Advance notice of such an inspection will be provided whenever possible. Lessee acknowledges that Lessor's technical staff will be routinely inspecting the Premises and may conduct regular inspections of Lessee's Facilities. If a problem with Lessee's Facilities is discovered, Lessor may notify Lessee of the problem and establish a mutual date when the parties can conduct a joint inspection visit to the Premises to repair the problem identified to Lessor's reasonable satisfaction.

### SECTION 7 LAWFUL CONDUCT

Lessee represents and warrants during the term of this Agreement that it has authority from applicable local, state or federal agencies having jurisdiction to install, operate and maintain its Facilities in the manner contemplated under this Agreement.

Lessor agrees to maintain the Premises in full compliance with the applicable laws, regulations and guidelines regarding such.

Lessee's installation and operation of its Facilities shall at all times be in full compliance with all applicable laws, regulations and guidelines. Lessee agrees to use its Facilities leased hereunder only for the purposes contemplated herein, which is essentially maintaining and operating a healthcare technology facility in accordance with the approved plans and specifications, as may be modified from time-to-time upon obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, and to comply with all applicable state, county and municipal laws and ordinances. Lessee shall not carry on or permit any illegal or immoral practice or business on or in the Premises.

### SECTION 8 ASSIGNMENT

By Lessee. Lessee's interest hereunder shall not be sold, conveyed, mortgaged, encumbered, assigned or otherwise transferred without prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may assign or otherwise transfer this Agreement without Lessor's consent to any parent, affiliate or subsidiary of Lessee, any party that merges or consolidates with Lessee or its parent, or any party that purchases or otherwise acquires all or substantially all of Lessee's ownership interest or assets. Lessee will provide written notification to Lessor in a timely manner following any such transfer, merger, consolidation, purchase or acquisition heretofore described.

It is agreed that Lessor may assign or transfer this Agreement without Lessee's consent.

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

This Agreement is binding upon Lessor, Lessee and their respective successors and assigns for the duration of this Agreement.

### SECTION 9 SUBLET

Lessee may not sublet, or in any manner, allow any other party to use or occupy any portion of Lessor's Premises without prior written approval of Lessor. Such approval will be at the sole discretion of Lessor.

### SECTION 10 HARMFUL INTERFERENCE

Lessee understands and agrees that the operation of its Facilities and its associated technology may not at any time materially and adversely interfere with Lessor's radio operations or its operation as a 911 Call Answering and Public Safety Communications Center.

Lessee agrees that Lessee's Facilities and hardware related thereto, and the installation, maintenance, operation, repair and / or removal thereof, will in no way damage the Premises' electrical, HVAC, generator or other systems, or materially and adversely interfere with the existing use by Lessor or any existing tenants of the Premises electrical, HVAC, generator, or other systems, or materially and adversely interfere with the existing operation of communications devices by Lessor or by pre-existing Tenants or other Lessees of the Lessor provided that the communications devices of such pre-existing Tenants or other Lessees of Lessor were installed prior to the installation of Facilities. If such damage or interference shall occur, Lessee shall promptly correct the damage or interference in question, or failing that, suspend its operation until such time as the problem may be remedied to Lessor's reasonable satisfaction. Lessor reserves the right to disconnect power to any such Lessee's Facilities which Lessee fails to suspend or correct after proper notification in writing and reasonable waiting period, or without notifying Lessee in the event Lessor reasonably determines an emergency situation exists related to an imminent risk of harm or injury to persons and Lessor shall have no liability to Lessee for such disconnection. Lessor agrees to use best efforts and all available means to contact Lessee prior to disconnecting power to Lessee's Facilities.

The parties acknowledge that Lessor will be entering into leases with other tenants or Lessees for the purpose of operating technology and transmitting and receiving radio signals. Lessor will include non-interference clauses in leases with all other tenants that prohibits tenants whose lease period is subsequent to existing tenants from interfering with existing tenants operation in existence at the time. If any other Lessee or Tenant facilities interferes with any other Lessee or Tenant, including Lessee, Lessor and the affected tenants shall work together to cure the electronic interference problems in accordance with applicable FCC Rules and Regulations in effect at the time, and the standards of the WWCIC through the best efforts of all the involved parties.

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

In the event of interference caused to Lessee's Facilities, Lessee shall give written notice of such to Lessor. Lessor shall undertake a good faith effort to correct or remedy such interference if it is being caused by Lessor's equipment. If uncorrected after fifteen (15) calendar days from the date of Lessee's notice of interference, Lessee shall have the right to declare this Agreement, and all obligations hereunder, terminated. If the interference is caused by a Tenant or other Lessee of Lessor that installed equipment after the Commencement Date, Lessor shall require such Tenant or other Lessee to immediately cease such interference. In addition to the termination right noted above, Lessee shall also have the right to seek equitable remedies against the interfering other Lessee or Tenant at Lessee's sole cost and expense.

### SECTION 11 LIENS

Lessee shall not permit any lien to be imposed upon the Premises of Lessor because of work done by or on behalf of Lessee. Lessee shall indemnify and hold Lessor harmless against any and all expenses in connection with any such lien.

### SECTION 12 ADDITIONAL SPACE

This Agreement in no way implies that Lessor will build, furnish or provide Lessee with any additional ground, in-building, or tower space beyond what is agreed to herein. However, Lessor will make every reasonable effort to provide whatever space and facilities may be required for future expansion of Lessee's requirements. Such expansion will require negotiation of additional lease fees between the parties.

### SECTION 13 INSURANCE

### A. Insurance Term

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may be caused in whole or in part, by the Lessee's operation and use of the leased Premises.

### B. No Limitation

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

### C. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below. Lessee may self-insure said insurance under the same terms as required by this Agreement.

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence Form CG 00 01 and shall cover premises and contractual liability. Lessor shall be included as additional insureds on Lessee's Commercial General Liability insurance policy as reflected on certificates of self-insurance to be provided by Lessee in accordance with Section 13.G below.

- 2. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00.01.
- 3. Property insurance shall be written on an all risk basis.

### D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

- 1. <u>Commercial General Liability</u> insurance shall be written with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- 2. <u>Automobile Liability</u> coverage with limits not less than \$2,000,000 combined single limit per incident.
- 3. <u>Property</u> insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

### E. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

### F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A- VII.

### G. Verification of Coverage

Before work commences, the Lessee shall furnish the Lessor with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the certificates of self-insurance reflecting Lessor as an additional insured, evidencing the insurance requirements

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

of the Lessee. However, failure of Lessee to provide the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessee will make available to Lessor full insurance policies.

### H. Waiver of Subrogation

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused, in whole or in part, by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

#### Notice of Cancellation

The Lessee shall provide the Lessor with thirty (30) days' prior written notice of any policy cancellation or non-renewal of any required insurance that is not replaced.

### J. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving fifteen (15) business days' notice to the Lessee to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any reasonable sums so expended to be repaid to the Lessor on demand.

### K. Lessor Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Agreement or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

L. The Parties agree that Lessee may maintain the insurance required hereunder by self-insurance and/or a captive insurance arrangement. If Lessee elects to satisfy the requirements hereunder using a self-insurance program, Lessee shall be responsible for any losses or liabilities that would have been assumed by the insurance companies that would have issued the insurance required hereunder.

### SECTION 14 TAXES

Upon commencement of the Agreement, Lessee shall be responsible for paying real or personal property, excise leasehold, business and occupation, and/or other taxes which may be assessed as a direct result of the Lessee's operations at the Facilities described herein.

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

### SECTION 15 RECONSTRUCTION

Lessor shall, at its own expense, maintain fire and liability insurance upon its Premises. In the event that Lessor's Premises are damaged or destroyed to such an extent as to render the Premises unusable in whole or substantial part, Lessor may terminate this Agreement as of the date of such occurrence or rebuild or repair the Premises at its sole discretion.

Lessor shall give Lessee written notice of its election within ten (10) days of the occurrence of damage. If Lessor elects to rebuild or repair, and does so without unnecessary delay, Lessee shall be bound by this Agreement. Lease fees shall be abated for the time necessary to rebuild or repair; provided, that if damage is due to the fault or neglect of the Lessee, there shall be no such abatement. During any such rebuild or repair, Lessee may bring onto the Premises and operate a temporary communications facility until repairs are complete and Lessee's Facilities are operational on the tower. Lessee shall promptly remove the temporary communications facility after Facilities are repaired or rebuilt.

If Lessor fails to give any notice of election within ten (10) days of the occurrence of the damage, Lessee shall have the right to declare this Agreement, and all obligations hereunder, terminated. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the Premises leased herein, Lessees Facilities or property, or any inconvenience occasioned by such damage, repair, reconstruction or restoration.

### SECTION 16 BREACH OR DEFAULT

Each of the following events shall constitute a breach or default of this Agreement:

- (1) If Lessee shall fail to pay lease fee within thirty (30) days of receipt of a written notice from Lessor that such installment was not paid when due.
- (2) If Lessee or Lessor shall fail to perform or comply with any of the terms, covenants or conditions of this Agreement, and if the nonperformance shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party, or, if the performance cannot be reasonably completed within thirty (30) days, the defaulting party shall not in good faith have commenced performance within the thirty (30) day period.
  - (3) If Lessee shall vacate or abandon the use of the space leased hereunder.

### SECTION 17 REMEDIES

In the event of default or breach by Lessee, Lessor shall have the following rights:

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

(1) Lessor shall have the right to cancel or terminate this Agreement by giving ninety (90) days written notice to Lessee.

- (2) Lessor may elect, but shall not be obligated; to make any payment required of Lessee herein or comply with any term, covenant or condition required hereunder to be performed by Lessee.
- (3) The remedies given to Lessor shall be cumulative, and the exercise of one right or remedy by Lessor shall not impair its right to exercise any other right or remedy.

In the event of default or breach by Lessor, Lessee may pursue any remedies available to it against the Lessor at law and in equity, including, but not limited to, the right to terminate this Agreement.

### SECTION 18 NOTICES

All notices and other communications shall be in writing and shall be deemed given if delivered or forwarded by certified mail, return receipt requested, proper postage prepaid, to the following:

If to Lessor:

Kitsap 911 – CENCOM

Attn: Executive Director

911 Carver Street

Bremerton, WA 98312

If to Lessee:

CommonSpirit Health

Attn: National Real Estate Services

3400 Data Drive

Rancho Cordova, CA 95670

With copy to:

CommonSpirit Health

Attn: Legal Team

3200 N. Central Avenue, 23rd Floor

Phoenix, AZ 85012

And copy to:

CommonSpirit Health

Attn: SVP National Real Estate Services

198 Inverness Drive West Englewood, CO 80112

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

### SECTION 19 SURRENDER

Upon termination or expiration of this Agreement, Lessee shall remove its Facilities from Lessor's Premises and surrender the space occupied by Lessee to Lessor in as good a condition as when initially leased, normal wear and tear accepted. Lessee will have up to 30 days from termination of Agreement to remove its Facilities.

Any damage to Lessor's Premises caused by Lessee shall be billed to and paid by Lessee within thirty (30) days. Lessee's Facilities or property not removed from Lessor's Premises within sixty (60) days of termination or expiration of this Agreement shall be removed and stored by Lessor, at Lessee's sole cost and expense. Lessee shall be notified in writing of expenses and storage location of Facilities.

### SECTION 20 INDEMNIFICATION / HOLD HARMLESS

Each party shall defend, indemnify, and hold harmless the other party, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of a party's use of Premises, or from the conduct of the party's business, or from any activity, work or thing done, permitted, or suffered by a party in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this section shall survive the expiration or termination of this Lease.

### SECTION 21 ATTORNEY FEES

Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this lease.

### SECTION 22 NON-WAIVER of BREACH

The failure of either party to insist upon strict performance of any of the covenants and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such rights, or any other covenants or conditions, but the same shall be and remain in full force and effect.

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

### SECTION 23 OTHER DOCUMENTS

Each party undertakes to execute such additional or other documents as may be reasonably required to fully implement the intent of this Agreement.

### SECTION 24 HAZARDOUS MATERIALS

Each party will be responsible for the compliance of its activities on the Property with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect.

Each party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that party's activities conducted on the Property.

The term "hazardous substances" shall include (a) any chemical, material, element, compound, solution, mixture, substance, or other matter of any kind whatsoever which is a hazardous substance as defined in, or regulated by the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 et seq., as amended; the regulations promulgated from time to time hereunder; the wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101); the United States Environmental Protection Agency Hazardous Substances (40 CFR Part 302), and amendment thereto; environmental laws and regulations administered by the Environmental Protection Agency or its delegates; similar laws and regulations with respect to the same subject matter enacted or promulgated by the federal, state, local or quasi-governmental organization or agency; (b) asbestos or materials containing asbestos, petroleum products, or such other substances, materials, and wastes that are or become regulated under law whether or not within subparagraph (a), and (c) any other substance which after release into the environmental will or may be reasonably anticipated to cause sickness, death or disease.

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

### SECTION 25 MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. This Agreement replaces and supersedes all prior Agreements and understanding between the parties with respect to the subject matter herein.

- (b) Except as otherwise provided in Section 2 above, no alterations, modifications or changes in this Agreement shall be valid unless made in writing and agreed to by both parties. Nothing in the execution and performance of this Agreement shall be deemed in any way to constitute the parties as joint ventures or partners with each other.
- (c) If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- (d) The submission of a draft of this Agreement by either party to the other shall not constitute an offer and neither party shall be bound by the terms of this Agreement unless and until the Agreement is fully executed by both Lessor and Lessee.

### SECTION 26 COMPLIANCE

- (a) **No Physician Owners of Lessor**. Lessor represents and warrants to Lessee that no physicians nor any immediate family members of physicians hold a direct or indirect ownership interest in Lessor. Lessor will provide Lessee with written notice of any change to this representation within ten (10) days of such change. For purposes of this Agreement, the terms "physician" and "immediate family member" or variations of such terms will have the meanings ascribed to them in 42 CFR Section 411.351.
- (b) **Debarment**. Lessor represents and warrants to Lessee and Lessee represents and warrants to Lessor that neither Lessor, Lessee nor any of Lessor's or Lessee's employees or owners is or at any time has been excluded from participation in any Federal health care program, as defined at 42 U.S.C. § 1320a-7b(f). In the event that the Parties, or any of their employees is suspended or excluded, whether temporarily, or permanently, from participation in any federal health care program, as defined at 42 U.S.C. § 1320a-7b(f), regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto, then Lessee or Lessee will have a right to terminate the Agreement upon written notice to the other party.

In witness thereof, the parties have executed this Agreement the days and year below indicated.

>>>SIGNATURES ON FOLLOWING PAGES<<<

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

#### Lessee

CommonSpirit Health,
a Colorado nonprofit corporation

Printed Name: SAR KEISEL

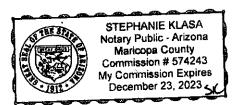
Title: Authorized Signatory

Date: ASCST 75, 7023

STATE OF Avizona ) secounty of Maricopa )

On this 29th day of August , 2023 before me, a Notary Public in and for the State of Alizona , personally appeared carl Kreisel , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that We was authorized to execute the instrument, and acknowledged it as the Authorized Signatory of CommonSpirit Health, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Arizona
Residing at Proenix, AZ

My appointment expires 12/23/2023

Print Name Stephanie Klasa

CSH Site Name: 911 Carver St., Bremerton, WA 98312 CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

**Lessor** Kitsap 911

Richard Kirton, Executive Director

STATE OF WASHINGTON ) ss COUNTY OF KITSAP )

On this <u>2016</u> day of <u>September</u>, 2023, before me, a Notary Public in and for the State of Washington, personally appeared Richard Kirton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director of Kitsap 911 to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

!N WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY

PUBLIC

OF WASHINGTON

NOTARY PUBLIC in and for the State of

Washington

Residing at Stementon

My appointment expires 10-1-25

Print Name JOdy Fulbright

CSH Site Name: 911 Carver St., Bremerton, WA 98312

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

#### Exhibit A Legal Description

Legal Description of Lessor's Property

Lessor's Property is located at 911 Carver Street, Bremerton, situated in the County of Kitsap, State of Washington commonly described as follows:

Parcel 212401-4-004-2000

CSH Site Name: 911 Carver St., Bremerton, WA 98312

CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

#### Exhibit B - Site Plan

#### **Facilities Description**

#### **Equipment Room 123E**

- 1. Row E Cabinet 1 and 2
- 2. Row F Cabinet 1 and 2

CSH Site Name: 911 Carver St., Bremerton, WA 98312 CommonSpirit Agreement ID: [PHX-257438]

Kitsap 911 Site Name: 911 Carver Kitsap 911 Agreement ID: K911-058

#### **Exhibit C**

# WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE WWCIC ENGINEERING STANDARD #6 REV. C (02-97) FOR RADIO TRANSMITTING AND RECEIVING DEVICES AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

#### The following engineering standards will be observed:

- 1. Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.
- 2. Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- 3. Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.
- 4. Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
- 5. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
- 6. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.
- 7. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz.

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

8. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a nonlinear device such as the first RF amplifier in a receiver which can re-radiate causing interference.

- 9. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
- 10. Single braid coaxial cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
- 11. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
- 12. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Designs should prevent the use of coax adaptors.
- 13. All equipment is to be bonded ground. Ground bonding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable ground bond point. The site manager has the responsibility of providing a suitable ground bond for users.
- 14. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
- 15. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited.
- 16. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.
- 17. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.
- 18. All equipment shall be operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance."
- 19. It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).

CSH Site Name: 911 Carver St., Bremerton, WA 98312 Kitsap 911 Site Name: 911 Carver CommonSpirit Agreement ID: [PHX-257438] Kitsap 911 Agreement ID: K911-058

20. Every effort shall be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

#### INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be required to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 GHz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.



# KITSAP 911 CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION	_
Contractor Newberry Heights Industrial Park	
2. Purpose Commercial Lease Agreement (Backup Center)	
3. Contract Amount \$36,600 annually + 3% Disburse	Receive
annual increase	х
4. Contract Term <u>5-year term</u>	
5. Contract Administrator Mark Nelson	Phone
Approved: Richard Kirton	Date _06/30/2023
Executive Director	
B. ACCOUNTING INFORMATION	
1. Contract Control Number K911-070	
2. Fund Name Kitsap 911 Operat	ions
Payment from-Revenue to CC/Account Nbr	
4. Encumbered By	Date
C. RISK MANAGER REVIEW	
C. RISK MANAGER REVIEW	
1. x Approved Not Approved	
	Date
1. x Approved Not Approved	Date
1. x Approved Not Approved  Reviewer Tanya Crites	Date
1. x Approved Not Approved Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW	_ Date
1. x Approved Not Approved Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW	Date 03/20/2023
1 x _ Approved Not Approved Reviewer _ Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1 x _ Approved Not Approved	
1 x _ Approved Not Approved Reviewer _ Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1 x _ Approved Not Approved Reviewer Not Approved	<b>Date</b> 03/20/2023
1. x Approved Not Approved  Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1. x Approved Not Approved  Reviewer 2. Comments: Ken Bagwell  H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS READY FOR CONSIDERATION BY THE AUTHORIZED CO	Date 03/20/2023 CONTRACT IS ONTRACT SIGNER.
1.  x Approved Not Approved  Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1.  x Approved Not Approved  Reviewer 2. Comments: Ken Bagwell  H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS	Date 03/20/2023 CONTRACT IS ONTRACT SIGNER.
1. x Approved Not Approved  Reviewer Tanya Crites 2. Comments:  D. ATTORNEY REVIEW  1. x Approved Not Approved  Reviewer 2. Comments: Ken Bagwell  H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS READY FOR CONSIDERATION BY THE AUTHORIZED CO	Date 03/20/2023 CONTRACT IS ONTRACT SIGNER.

Return Address:

Newberry Heights Industrial Park LLC PO Box 2136 Silverdale, WA 98383-2136

### COMMERCIAL LEASE AGREEMENT (Short Form)

OWNERCIAL LEASE		Chort only
eference # (If applicable): NHIP – 8341 Dickey Ur	nit 101 & 201 - Kitsap911	
rantor(s) (Owner/Lessor): (1) <u>Newberry Heights In</u>	idustrial Park LLC (2) NA	Additional on pg
rantee(s) (Lessee): (1) Kitsap911 RESULTANT PARCEL 2 OF BOUL RECORDED UNDER AUDITORS REGORDED UNDER AUDITORS REGORDED UNDER AUDITORS REGORDED APORTION OF TRACTS	(2) NA	Additional on pg
egal Description (abbreviated): RECORDED UNDER AUDITOR'S BEING A PORTION OF TRACTS	FILE NO. 201704100154, IN VOLUME 84 OF SURVEYS, PAGE 32 5, 6, 7 AND 8, BLOCK 1, PORT WASHINGTON ORCHARD TRAC	RECORDS OF KITSAP COUNTY, WASHINGTON, TS, ACCORDING TO THE PLAT RECORDED IN Additional on pg Exb A
ssessor's Property Tax Parcel I Account #: 4449-00	1-005-0608 (8341 Dickey Rd NW, Unit	101 & 201)
		F 71 50
IS LEASE made this <u>1<sup>st</sup></u> day of <u>July</u>	, 2023 by and between	(Names & Addresses):
wberry Heights Industrial Park LLC (NHI	P), PO Box 2136, Silverdale, W	/A 98383-2136 , here-in-after called Lesso
Kitsap911, 911 Carver St, Bremerton, V	NA 98312	, here-in-after called Lesse
	WITNESSETH:	in the second se
1. PREMISES: Lessor does hereby le	ase to Lessee, those certain pr	remises commonly known as:
8341 Dickey Rd NW, Unit 101 & 201, S	ilverdale. WA 98383	
		, being situated upon land legally described
2. TERM: The term of this Lease shall	l be for 5+ vears * commend	cing the <u>1 <sup>st</sup></u> day of <u>July</u> , <u>2023</u> ,
shall terminate at midnight on the *	day of * . * . *	See Addendum for Term and Date Info.
tenancy. If existing lease is not extende Lessee's rights to occupy the premises If a Lease for a term greater than one	ed, and a new lease is not signed shall cease.  e year, have all signatures no	is lease does not convert to a Month-to-Mon ed, and upon notice as required by law, all tarized and attach a legal description of the
Property to this lease as an addendu		
3. RENT/RENT ESCALATION: Lessee cove		
monthly rent in the amount of <u>Three Thous</u> monthly septic fee (described in Section 8)		
for a total of <u>Three Thousand</u> , <u>Fifty and no</u>		
		n to pay in-advance annually in lieu of monthly.
Payments must be by check or money orde		
Annual Escalation: 3% increase on each ar	nniversary of the first rental period	<u>I's start date</u> .
All Checks Payable to: Newberry Heights I	ndustrial Park, LLC	
Deliver in Person to:	US M	ail to:
Newberry Heights Industrial 8349 Dickey Rd, Bldg 1, Silve		erry Heights Industrial Park LLC ox 2136, Silverdale, WA 98383
At Lease signing, Lessee shall pay Lessor: Security Deposit: \$3,500, Prepayment of Fire Lessor Initial:	Six Thousand, Five Hundred, Fifty a rst Full Month Rent: \$3,000, and P Page <b>1</b> of <b>13</b>	nd no/100 Dollars (\$6,550.00) for the following repayment of First Full Month Septic Fee: \$50.  Lessee(s) Initial:

4. LATE FEE AND GRACE PERIOD: Rent is due before the first day of each month. If rent is not paid on or before the 5th day of the month, a late fee of \$60 will be assessed. Additional daily late fees of \$20 per day will be incurred beginning the day after the first late fee is incurred until the rent and all late fees are paid current for that month. All late fees shall be considered to be additional rent and must be paid at the time the delinquent rent is paid regardless of any partial payments being tendered and accepted. Notwithstanding the foregoing, Lessor may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin for accrue.
Rent may be mailed through the United States Postal Service or any commercial document delivery service, at the Lessee's risk. Any rents late or lost in the mail will be treated as if unpaid until received by the Lessor. Rents mailed must still be received on-time to be considered timely regardless of when postmarked.
5. NON-SUFFICIENT FUNDS (NSF): An NSF Check Fee is \$40 Late Fees, as addressed above, he was be owed. An NSF check must be replaced within 24-hours with a cashier's check or money order for the outstanding rent, late fees, and NSF Check Fee. After an NSF check is received, it is the Lessor's discretion if all future payments must be in cashier's checks or money orders.
6. <b>APPLICATION OF PAYMENTS:</b> All monetary lease payments are applied in the following priority regardless of what any check may state in the memo line:
<ul><li>(1) Past Due Rent and Fees</li><li>(2) Current Due Rent</li><li>(3) Unpaid Deposits</li><li>(4) Other Fees</li></ul>
Payments will be applied to the oldest charges first, consistent with above, as allowed by applicable Laws and Statutes.
7. SECURITY DEPOSIT: The sum of Three Thousand, Five Hundred Dollars (\$3,500.00), shall be deposited by Lessor in an account with Bank of the West, located in Tacoma, WA, as a Security Deposit for securing the performance of the Lessee's obligation, cleaning, damage, etc. Lessee understands and agrees that the Lessor shall be entitled to any interest from such a deposit. This Security Deposit is not simply a damage deposit. It is security against non-payment of any obligation as well as damage. Liability is not limited by the amount of the deposit. Lessee is prohibited from applying any amount of the deposit to rental or other payments owed to the Lessor. Additional costs will be forwarded to the Lessee and is payable 10 days from the date of the damage/cleaning/security disposition notice. At the conclusion of the tenancy, Lessee shall provide Lessor with a single forwarding address to which the deposit accounting and any refund is to be sent. All or a portion of the remaining balance of the security deposit may be retained by Lessor and a refund of any portion of such deposit is conditioned as follows:
<ol> <li>Lessee shall occupy said premises for term agreed to above;</li> <li>Lessee shall clean, repair, and restore said premises and return the same to Lessor in its initial condition, inside and outside, as evidenced by your Property Condition Report, except for reasonable wear and tear, upon the termination of this tenancy and vacating of premises to the Lessors satisfaction. Lessee agree that soiling, such as but not limited to, smoke from any source, is not normal wear and tear.</li> <li>Lessee shall surrender to Lessor the keys to premises: Doors: 4 total (2:101, 2:201), Other: If all keys are not returned, a charge may be made to the deposit for the cost of changing the locks to the unit.</li> <li>Lessee shall bear the costs to replace or repair any missing or damaged property or fixtures provided by the Lessor.</li> <li>Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$50 per hour, excepting labor performed by parties other than Lessor or agent, which shall be assessed at its actual costs.</li> </ol>
8. UTILITIES AND FEES: Lessee agrees to pay all charges for utilities and services utilized for the premises such as electricity, gas, water, garbage, phone, internet, etc, during the full term of this lease.  Lessee to pay Lessor directly for the following utility fees: \$50 per Month for Septic Maintenance.  See Addendum for Lessor use of Lessee dumpster.

Page 2 of 13

Lessor Initial:

Lessee(s) Initial:

- 9. BREAK LEASE: Lessee agrees to continue to pay rent and utilities until the end of the lease term. Lessee will be released from obligation and responsibilities of rent and utilities once the premises have been re-rented.
- 10. REPAIRS AND MAINTENANCE: Lessor shall maintain the exterior structure only of the building, the parking area, and the Lessor installed landscaping except for any damage caused by the Lessee, subcontractors of Lessee, anyone directly or indirectly employed by Lessee, or in any way relating to or arising from the service or occupancy of Lessee. Lessee shall maintain the remainder of the premises, at its own expense and at all times, must keep the premises neat, clean and in a sanitary condition; maintain in an operational condition and repair/replace as needed all appliances and fixtures including but not limited to lighting, plumbing, and all systems such as HVAC; and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities.
- 11. BUILDING ALTERATIONS AND SIGNS: Any alteration of the building interior, building exterior, any part of the premises, requires Lessor's written consent. After Lessor's consent, Lessee may make alterations, additions, and improvements in said premises, including the necessary permits/licenses, at Lessee's sole cost and expense. All signs or symbols placed by Lessee on or about the premises shall be subject to Lessor's prior written consent and Kitsap County Regulations. Lessor may elect to require Lessee to remove any such alterations, additions, or improvements upon termination of this lease and at Lessee's sole cost and expense. Lessor shall not place any sign or other indication on the building which indicates Lessee is an occupant without Lessee's written consent.
- 12. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee. Lessor may cancel this Lease at its option.
- 13. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part the premises, nor assign this Lease, without the written consent of Lessor. This Lease shall not be assignable by operation of law. Any assignment shall not release the lessee from liability under this lease unless the assignment states such.
- 14. DAMAGE OR DESTRUCTION: In the event the premises are rendered untenantable in whole or in part by fire, the elements, or other casualty, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent. If Lessor cannot restore or rebuild the premises within the said one hundred eighty (180) days, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period of untenantability, rent shall abate in the same ratio as the portion of the premises rendered untenantable bears to the whole of the premises.
- 15. SMOKING/VAPING/ETC: No smoking/vaping/etc of any substance is allowed inside premises. Lessee understands that any damage caused by smoking/vaping will be considered as damage and not normal wear and tear. Damage includes, but is not limited to, deodorizing/replacing carpet; washing, sealing, painting, and/or repairing walls/ceilings; repairing burn marks on counters/flooring; and any other related damage.

For any smoking/vaping/etc outside the premises, all applicable laws must be followed. Cigarette butts, matches, ashes, etc., must be extinguished and disposed of properly in an appropriate container. No smoking/vaping/etc is allowed which can be drawn into any of the heating and cooling intakes of any buildings on the premises.

16. INDEMNIFICATION: Lessee shall defend, indemnify, and hold harmless the Lessor, its officers, officials, employees, contractors, vendors, customers, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor.

Lessor shall defend, indemnify, and hold harmless the Lessee, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessor's use or maintenance of Premises, or from the conduct of Lessor's business, or from any activity, work or thing done, permitted, or suffered by Lessor in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessee.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under <a href="Industrial Insurance">Industrial Insurance</a>, <a href="Title 51 RCW">Title 51 RCW</a>, solely for the purposes of this indemnification. This

Lessor Initial:

Page 3 of 13 Lessee(s) Initial:

waiver has been mutually negotiated and agreed to by the Parties. The provisions of this section shall survive the expiration or termination of this Lease.

17. INSURANCE: Lessor and Lessee shall procure and maintain insurance coverage for the duration of the Lease, against claims for injuries to persons or damage to property which may arise from or in connection with use of the leased Premises. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII. Lessee's membership in Washington Cities Insurance Authority (WCIA), a self-insured municipal risk pool is acceptable to Lessor if it meets the terms of this Lease. If Lessor's Insurance cost is increased because of this Lease, the Lessor reserves the right to transfer the additional costs to the Lessee.

Lessor and Lessee shall obtain insurance of the types and coverage described below:

- (1) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.
- (2) Property insurance shall be written on a special form basis.
- (3) Lessor and Lessee shall maintain the following insurance limits: Commercial General Liability Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (4) Property Insurance: Lessor's property insurance shall be written covering the full value of Lessor's property. Lessee's property insurance shall be written covering the full value of Lessee's property.

Verification of Coverage: The Parties shall furnish each other with original certificates of insurance or evidence of coverage prior to Lessee occupancy and annually.

- (1) Lessee Verification of Coverage from WCIA must include Policy Number, Effective Dates, Coverage, and Limit info.
- (2) Lessor Verification of Coverage to be provided on currently effective industry standard forms, which include Policy Number, Effective Dates, Coverage, and Limit info.

**Waiver of Subrogation**: Lessor and Lessee hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.

- 18. COSTS AND ATTORNEY'S FEES: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith, including costs and fees to collect any judgment. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in <u>Kitsap County</u>.
- 19. SUBORDINATION: Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on the property described in Exhibit A, provided, that in the event of foreclosure, if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this Lease.
- 20. NO WAIVER OF COVENANTS: No conduct of a party shall constitute accord and satisfaction, unless contained in a writing to such effect arid signed by the parties. Any waiver by either party of any breach hereof by the other shall not be considered waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.
- 21. SURRENDER OF PREMISES: Lessee agrees, upon termination of this Lease or in the event of default in payment of rent, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor.

If Lessor elects to require Lessee to remove alterations, additions or improvements made by Lessee, then Lessee shall restore the premises to their previous condition, less reasonable wear and tear.

- 22. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as here-in provided.
- 23. USE: Lessee shall use the premises for the purposes of <u>Kitsap911 Backup Call Center</u>; Parking in allocated areas for staff, customers, consultants, and vendors during staffed work hours and for no other purposes, without

Lessor Initial: Cl

Page 4 of 13

Lessee(s) Initial:

written consent of Lessor. Lessee shall not use premises for any illegal purpose. Lessee agrees to conform to municipal, county, and state codes, statutes, ordinances, and regulations concerning the use and occupation of premises.

- 24. ACCESS: Lessee has informed Lessor and attests that Kitsap911 and the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) requires people who access the premises to be escorted by a Kitsap911 employee. Lessor reserves the right of access to the premises with said escort for the purpose of: Inspection, repairs, alteration, improvements, supply services, to exhibit or display the premises to prospective or actual purchasers, mortgager, tenant, workers, or contractors. Lessee to respond to access requests within 48 hours on non-emergency requests. Access shall be at reasonable times except in case of emergency or abandonment. In emergency situations, emergency personnel and Lessor are allowed without escort and Lessor is required to notify Lessee as soon as possible.
- 25. NOTICE: Any notice required to be given by either party to the other shall be deposited in the USPS mail, postage prepaid, addressed to the Lessor at <a href="Newberry Heights Industrial Park LLC">Newberry Heights Industrial Park LLC</a>, PO Box 2136, Silverdale, WA 98383-2136 or to the Lessee at <a href="Kitsap911">Kitsap911</a>, 911 Carver St, Bremerton, WA 98312 or at such other address as either party may designate to the other in writing from time to time. A facsimile transmission will suffice in lieu of mail if receipt is confirmed as to date and time.
- 26. RIDERS: Riders, if any, attached hereto, are made a part of this lease by reference and/or are described as:

Lessee Notary	Form for	Commercial	Lease A	Agreement	between	Newberry	Heights	Industrial	Park LLC	and Kits	sap911

Lessor Notary Form for Commercial Lease Agreement between Newberry Heights Industrial Park LLC and Kitsap911

Exhibit A&B: Legal Description and Property Shown on Map

Commercial Lease Agreement Addendum

Septic System Addendum

Move-in Condition of Premises

Silverdale Water Utility Billing Form

#### 27. TIME IS OF THE ESSENCE OF THIS LEASE.

- 28. CORPORATION: If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation; and that this Lease is binding upon said corporation in accordance with its term.
- 29. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Caroly C W Initials Lessee Initials

Lessor Initial: Page 5 of 13

Lessee(s) Initial:

### Lessee Notary Form for Commercial Lease Agreement Between Newberry Heights Industrial Park LLC (Lessor) and Kitsap911 (Lessee)

STATE OF WASHINGTON	
County of Listap	
I certify that I know or have satisfactory evid	dence that Richard A. Kirton is the person who appeared
before me, and who signed this Commercia	al Lease Agreement, on oath stated that he/she is authorized to execute
said Agreement and acknowledged it as the	e Executive Director (type of authority, e.g. Officer, CEO, etc)
of Kitsap911 (Lessee) to be the free and	voluntary act of him/her and said Lessee for the use and purposes
mentioned in said Agreement.	
Dated this 304 day of 1	une 2023
WITNESS my hand and Official sea	al hereto affixed this 30th day of June , 2023
THE FULBARA	Signature: Jelly Fulbright
NOTARY	Print Name Jody Fulbright
PUBLIC S. A	Notary Public in and for the State of Washington
OF WASHINGTON	My appointment expires: 10-1-2025.

Lessor Initial: NA

# Lessor Notary Form for Commercial Lease Agreement Between Newberry Heights Industrial Park LLC (Lessor) and Kitsap911 (Lessee)

STATE OF WASHINGTON	
County of UBAP	
I certify that I know or have satisfactory evid	lence that Carolyn Wixson is the person who appeared
before me, and who signed this Commercia	I Lease Agreement, on oath stated that he/she is authorized to execute
said Agreement and acknowledged it as the	e <u>Member/Manger</u> (type of authority, e.g. Officer, CEO, etc) of
Newberry Heights Industrial Park LLC (Le	ssor) to be the free and voluntary act of him/her and said Lessor for the
use and purposes mentioned in said Agree	ment.
Dated thisday ofday of	J 14th [ ] 222
NOTARY	Print Name Benn Williams
NOTARY PUBLIC	Notary Public in and for the State of Washing the
WASHINGTON WASHINGTON	My appointment expires:

Lessor Initial: <u>NA</u>

#### **EXHIBIT A & B**

8341 Dickey Rd NW, Unit 101 & 201, Silverdale, WA 98383

#### **EXHIBIT A:**

Bldg 8341, Unit 101 & 201, on Tax ID: 4449-001-005-0608

Tax Property Description:

RESULTANT PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201704100155, AND AS DEPICTED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201704100154, IN VOLUME 84 OF SURVEYS, PAGE 32, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF TRACTS 5, 6, 7 AND 8, BLOCK 1, PORT WASHINGTON ORCHARD TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 22, RECORDS OF KITSAP COUNTY, WASHINGTON, AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

#### EXHIBIT B: (2019 Imagery)



Lessor Initial:

Lessee Initia

#### COMMERCIAL LEASE AGREEMENT ADDENDUM

- 1. BUILDING IS UNDERGOING MAJOR REMODEL: Lessor's remodel to provide an occupiable building which includes the following new items: roof, windows, exterior doors, exterior stairway. Unit 201, on second floor, approximately 1100 square feet, to include the following new items: two restrooms (one being ADA accessible), drywall, carpet and/or flooring, basic interior lighting, ductless heat-pump, trim, and interior doors. Unit 101, on first floor, to include the following new items: one ADA restroom, wall sheeting/drywall, concrete floor, basic interior lighting. Each restroom to include sink, toilet, mirror, and toilet paper dispenser. Note: Blinds will not be provided. Lessor to select all mentioned items. With Lessor's prior consent, Lessee can select mentioned items, at Lessee's sole expense.
- 2. **SPECIAL TERMS:** Because Lessor is customizing the layout of the second floor for Lessee's special purposes, the following Special Terms apply:
  - (1) The Lease Term shall commence on the date specified in Section 2 of the Agreement.
  - (2) Monthly rent payments will not start at the beginning of the lease. The Rent Payment Start Date will be earliest of the following:
    - a. Date the Lessee stores any items in or on premises
    - b. Date the Lessee installs any equipment in or on premises (other than Lessor approved tenant improvements which are required to be installed to the building during the NHIP building construction timeframe)
    - c. Date the Lessee moves in
    - d. Date of Final Building Inspection

If the Rent Payment Start Date is not the 1st of the month, rent and utilities will be prorated.

(3)	The Lease Term shall end <u>5 years</u> after the start of the first full month rent date.
(4)	Upon the Rent Payment Start Date, the appropriate dates will be filled in:
	Rent to commence on the day of,, (with the first Full Month's rent already prepaid at signing). Any prorated amounts for rent, water fee, and septic fee to be paid prior to move in.
	The term of this lease shall terminate at midnight on the day of

- 3. ANNUAL PAYMENT OPTION: Lessee can pay in advance annually in lieu of paying monthly.
- 4. SILVERDALE WATER UTILITY BILLING FORM: The form is to be signed along with Lease signing. The Apply Date will be filled in once the Rent Payment Start Date has been determined. Silverdale Water's billing period is for 2 months. The first Silverdale Water billing period will be prorated, as applicable, and paid by Tenant with the initial rent payment to the Lessor. The remaining Silverdale Water bills will be paid by Tenant directly to Silverdale Water per the lease agreement.
- 5. **PARKING:** Lessor to provide 5 dedicated parking spaces for Lessee <u>staff, customers, consultants, and vendors</u> while on premises. No storage of vehicles allowed without written Lessor consent. No vehicles shall be repaired, washed, or cleaned on the premises.
- 6. **GATE LOCK:** The gate is locked during on weekends, holidays, and during the evening/early morning of typical workdays. The Lessor may change the gate locking method if deemed necessary and will provide notice to Lessee. Examples of locking methods:
  - (1) Combination Lock: The Lessor will provide the combination to the Lessee.
  - (2) Multiple locks "daisy chained" to each other so any one of the locks can open the entry gate. Lessee to provide a durable lock and must provide a key or lock combination to the Lessor in case the gate is locked incorrectly.
- 7. **BUILDING KEYS:** Lessee can rekey or replace door locks. Lessee must provide new key to Lessor **PRIOR** to rekeying or replacing locks.

Lessor Initial:

Lessee Initial:

- 8. YARD/OUTSIDE PREMISES: No storage is allowed outside of building. Lessee agrees to keep premises in clean and sanitary condition and keep assigned parking areas and walks clean and clear of obstruction, clutter, debris, snow, and ice.
- 9. GARBAGE/RUBBISH: No storage of rubbish, garbage, and waste is allowed in building on or site. Lessee must promptly and properly dispose of all such items in a clean and sanitary manner and to assume all costs of extermination and fumigation for infestation caused by Lessee and take all reasonable steps to keep and maintain the property free of all infestation. Note: Currently, Lessor has a dumpster on site. As a courtesy, while this dumpster is available, Lessor may use the dumpster only for typical office waste generated at this site in accordance with Waste Management and Kitsap County rules, regulations, and limitations.
- 10. **PETS:** No pets allowed in or on premises without written Lessor consent, except as required by law. Any damage to building or grounds by any pet will be the full responsibility of the Lessee.
- 11. Lessee must have the carpets, if any, professionally cleaned upon exit and provide the receipt to Lessor. It is suggested that Lessor uses <u>Carpet Recovery 360-865-9829 or Cascade Carpet Cleaning 360-377-0812</u>. If Lessee chooses to use a different professional carpet cleaning service, Lessor reserves the right to have the carpet recleaned at the Lessor's expense.

12.	Lessor	Contact into:	Carolyn: 360-830-5623, Dave: 360-509-8660, Ryan: 360-689-7820
			(360)307-5900

13. Lessee Contact Info: Office Phone:	Cell/Email:_	ACCOUNTS @Kisspell. Org
Point of Contact: Name: Kichaeo	Cell/Email:	rkintal ekits pogl. 819

	3	
Lessor Signature / Printed	Lessee Signature / Printed	

Lessee Signature / Printed

Lessor Initial:



#### SEPTIC SYSTEM ADDENDUM

This location has septic system. Some precautions need to be observed to ensure the system operates satisfactorily. Failure to follow these instructions could lead to possible failure and possible substantial expense to Lessee.

- (1) Conserve water
- (2) Report any leaks immediately
- (3) Use only biodegradable products (e.g.: toilet paper)
- (4) Do not allow toilet to "run"
- (5) Garbage disposals are not allowed
- (6) Only items be flushed down toilet: water, toilet paper, human waste, and small quantities of liquid toilet bowl cleaner.
- (7) Only items to go down sink drains: water, clear food based liquids like broth, and small quantities of dish soap and liquid sink cleaners.

#### EXAMPLES OF ITEMS WHICH CANNOT GO INTO THE SEPTIC SYSTEM

- Coffee Grounds
- Food
- Grease/Fat/Oil
- Garbage
- · Cake style toilet bowl cleaner
- Paper Towels and Tissues (e.g. Kleenex)
- · Sanitary Napkins, Tampons, or other
- Cigarette Butts
- Disposable Diapers
- Wipes (even if they state they are biodegradable or safe for septic systems)
- Bleach/Chemicals/Solvents
- Dirt

Lessor Initial:

Lessee Initial:

#### MOVE-IN CONDITION OF PREMISES

Lessor Initial:

# ADDRESS OF PREMISES 8341 Dickey Road NW. Unit 101 & 201. Silverdale. WA 98383-2136 TENANT'S PHONE NO.\_\_\_\_\_DATE\_\_\_\_\_ The Lessor and the Lessee each state that they have inspected the premises to be leased by the tenant, including but not limited to: the walls, floors, countertops, carpets/flooring, applicable furniture, and appliances in each room; and all windows, doors, locks, electrical features, faucets and plumbing fixtures, etc. Note: This Unit is New: · Floors: New, Clean, No Marks, No Damage · Floor Trim: New, Clean, No Marks, No Gouges Walls: New, No Marks, No Holes, No Gouges, No Damage Doors/Frames/Knobs/Hardware: New Clean, No Marks, No Gouges, No Damage • Windows/Trim: New, Clean, No Cracks, No Marks, No Gouges · Window Screens: New, Clean, No Holes, No Marks Restrooms: New. Clean. No Damage Except for the conditions indicated below, the premises was inspected and found to be clean, undamaged, in working order and good repair, including all items listed above and all operational smoke detectors/alarms. Note: This is not a repair request. Return this condition report to Lessor within 7 days following move-in. After that time, it will be understood that there are no discrepancies and premises are in good condition. Lessor will provide Lessee a final copy with all signatures. Keep a copy for your records. Lessor\_\_\_\_\_ Lessee\_

Page 12 of 13

56

Lessee Initial:

#### **Utility Billing**

#### 2023 Assignment of Billing Agreement



Billing policy in our water district requires billing responsibility to be in the property owner's name. However, the owner may designate someone else to receive the billing statements (such as a tenant, property manager, or third party payment service). To do so, please fill out the form below.

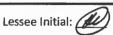
Silverdale Water District does not prorate for tenancies: the name on the account at the end of the billing period will receive the bill for the entire billing period.

Please note: if the property owner or billing recipient is a business entity, an authorized representative must sign on behalf of that entity.

Account No.	022273-000	Apply Date		1		
Service Address	8349 Bldg 5 Dicke	y Rd N	W, Silver	dale, V	VA 98383	
Billing Recipient		Kitsa	p911			
Billing Address		911 Ca	arver St			
City	Bremerton	State	WA	Zip	98312	
Phone No.		Work No.				
Cell No.		Email				
Owner Name	Newberry H	leights	Industrial	Park L	LC	
Owner Address	87	725 NW	Holly Rd			
City	Bremerton	State	WA	Zip	98312	
Phone No.	360-830-5623	Work No.	360	0-908-	8312	
Cell No.	360-908-8312	Email	carolynw	wixson@gmail.com		
Billing Recipient Signature			<b>'</b>	Date		
Owner Signature				Date		

NOTICE TO LEGAL OWNER: The Revised Code of Washington (RCW) Section 57.08.081 provides that water charges are charges against the property served. Consequently, you as the owner become liable for unpaid charges if the billing recipient does not pay the charges. The District will bill the billing recipient in an attempt to collect the charges. If after sixty (60) days these charges have not been paid, the District will file a lien on the property. Failure to resolve this lien may result in termination of water service.

Return Completed Form to: Email: info@swd16.org / Fax: 360.447.3590 Mail: 5300 NW Newberry Hill Rd, Silverdale, WA 98383



# Executive Summary Kitsap 911 Board of Directors

**Summary:** For the year-to-date period ended August 31, 2023 (58.33% of the year elapsed), revenues were above, and operating expenditures were below expectations.

**Revenues:** As of August 2023, we have received approximately \$13.1M (69.82%) of projected annual revenues, exceeding our year-to-date forecast of \$12.3M (65.27%) by approximately \$857K (4.55%).

Revenues	Expected	Actual	Variance	
Sales Tax 1	\$4.31 M	\$4.59 M	\$0.28 M	
Sales Tax T	65.22%	69.42%	4.20%	
Sales Tax 2	\$4.31 M	\$4.59 M	\$0.28 M	
Sales Tax 2	65.22%	69.42%	4.20%	
Excise Tax	\$1.71 M	\$1.79 M	\$0.08 M	
EXCISE 1 dX	65.38%	68.35%	2.97%	
Other Revenues	\$1.94 M	\$2.17 M	\$0.22 M	
Other Revenues	65.38%	72.93%	7.55%	
Total Revenue	\$12.28 M	\$13.14 M	\$0.86 M	
Total Neverlue	65.27%	69.82%	4.55%	

We have received approximately \$9.2M (69.42%) in total sales tax revenues, which was above our year-to-date forecast of \$8.6M (65.22%) by approximately \$555K (4.20%). Total sales tax revenues are divided evenly on the table above between our two 1/10<sup>th</sup> of 1% allocations, each receiving approximately \$4.6M year-to-date.

We have received approximately \$1.8M (68.35%) of the total projected excise tax revenues, which was above our year-to-date forecast of \$1.7M (65.38%), above expectations by approximately \$78K (2.97%).

Other revenues received were \$2.2M (72.93%), which was above our year-to-date forecast of \$1.9M (65.38%), over expectations by approximately \$224K (7.55%). For August 2023, the variance from budget was primarily due to normal timing differences in the receipt of user agency payments.

<u>Operating Expenditures:</u> As of August 2023, we have expended approximately \$9.3M (67.79%) of our total operating expenditures appropriation, which was under our year-to-date expectation of \$9.4M (68.51%), under budget by approximately \$99K (0.72%).

Operating Expenditures	Expected	Actual	Variance	
Operating Salaries & Benefits	\$7.41 M	\$7.43 M	-\$0.02 M	
Operating Salaries & Benefits	66.58%	66.74%	-0.16%	
Operating Non-Lohor	\$1.99 M	\$1.87 M	\$0.12 M	
Operating Non-Labor	76.78%	72.29%	4.49%	
Total Operating Evpanditures	\$9.40 M	\$9.30 M	\$0.10 M	
Total Operating Expenditures	68.51%	67.79%	-0.72%	

We have expended approximately \$7.4M (66.74%) of our total operating salaries and benefits budget, which was in-line with our year-to-date goal of \$7.4M (66.58%), over budget by approximately \$17K (0.24%), however overtime has decreased month over month since May 2023. While the year-to-date total slightly exceeds our expectations as of August, this variance is likely temporary, and we are not currently expecting to utilize the budgeted attrition reserve in 2023.

We have expended approximately \$1.9M (72.29%) of the total Operating Supplies, Services, and Inter-fund expenditures, which was in-line with our year-to-date goal of \$2.0M (76.78%), under expectations by approximately \$116K (4.49%).

Radio, LMR, and MCT Replacement Project Expenditures: As of August 2023, we have expended approximately \$3.4M (33.81%) of our total annual appropriation of \$10.2M.

Radio, LMR, & MCT Replacement Projects	<b>Appropriation</b>	YTD	Remaining	
Technical Projects	\$9.83 M	\$3.25 M	\$6.58 M	
reciffical Projects	100.00%	33.07%	66.93%	
Non Operating Labor	\$0.36 M	\$0.19 M	\$0.16 M	
Non-Operating Labor	100.00%	54.30%	45.70%	
Total Non Operating Expenditures	\$10.18 M	\$3.44 M	\$6.74 M	
Total Non-Operating Expenditures	100.00%	33.81%	66.19%	

<u>Other Capital Projects and Non-Operating Expenditures:</u> As of August 2023, we have expended approximately \$946K (36.38%) of our total annual appropriation of \$2.6M.

Other Non-Operating Expenditures	Appropriation	YTD	Remaining	
Tachnical Projects	\$2.52 M	\$0.94 M	\$1.58 M	
Technical Projects	100.00%	37.23%	62.77%	
Non Operating Supplies and Services	\$0.09 M	\$0.01 M	\$0.08 M	
Non-Operating Supplies and Services	100.00%	11.42%	88.58%	
Total Non Operating Expenditures	\$2.60 M	\$0.95 M	\$1.65 M	
Total Non-Operating Expenditures	100.00%	36.38%	63.62%	

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

<u>Risks:</u> 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 08/31/2023

December 41	2023 Annual	August 2023	August 2023	August 2023	Delta to Annual Budget		Delta to YTI	D Budget
Description	Budget	Expected Budget \$	Expected Budget %	YTD	\$	%	\$	%
		F	Revenues					
Sales Tax 1	\$ 6,613,461	\$ 4,313,299	65.22%	\$ 4,590,837	\$2,022,624	69.42%	\$277,538	106.43%
Sales Tax 2	6,613,461	4,313,299	65.22%	4,590,837	2,022,624	69.42%	277,538	106.43%
Telephone Excise Tax	2,613,822	1,709,037	65.38%	1,786,669	827,153	68.35%	77,631	104.54%
Other Revenues	2,974,311	1,944,741	65.38%	2,169,240	805,070	72.93%	224,499	111.54%
Total Revenues	\$18,815,055	\$12,280,378	65.27%	\$ 13,137,583	\$5,677,472	69.82%	\$857,205	106.98%
		Operati	ng Expen	ditures				
Operating Labor		- p						
Salaries	\$ 8,819,946	\$ 5,766,888	65.38%	\$ 5,541,633	\$3,278,314	62.83%	(\$225,255)	96.09%
Payroll Taxes	781,293	527,373	67.50%	464,034	317,259	59.39%	(63,339)	87.99%
Benefits	2,147,265	1,520,979	70.83%	1,422,123	725,142	66.23%	(98,857)	93.50%
Budgeted Attrition	(619,304)	(404,929)	65.38%	<u> </u>	(619,304)	0.00%	404,929	0.00%
Total Labor	\$ 11,129,201	\$ 7,410,311	66.58%	\$ 7,427,789	\$3,701,411	66.74%	\$17,478	100.24%
Operating Supplies and Services								
Supplies	\$ 359,082	\$ 236,851	65.96%		\$61,493	82.87%	\$60,738	125.64%
Professional Services	423,976	285,209	67.27%	347,119	76,857	81.87%	61,910	121.71%
Communications	287,950	192,466	66.84%	230,485	57,465	80.04%	38,019	119.75%
Travel	65,098	41,826	64.25%	13,385	51,713	20.56%	(28,441)	32.00%
Advertising	9,673	5,750	59.44%	2,710	6,962	28.02%	(3,039)	47.14%
Operating Rents/Leases	170,030	138,167	81.26%	138,510	31,520	81.46%	343	100.25%
Insurance	114,942	114,942	100.00%	95,195	19,747	82.82%	(19,747)	82.82%
Utilities	168,534	111,738	66.30%	123,035	45,498	73.00%	11,298	110.11%
Repairs & Maintenance	900,301	799,917	88.85%	594,777	305,524	66.06%	(205,140)	74.35%
Miscellaneous	92,478	63,320	68.47%	31,061	61,418	33.59%	(32,259)	49.05%
Total Supplies and Services	2,592,065	1,990,184	76.78%	1,873,866	\$718,199	72.29%	(\$116,318)	94.16%
Total Operating Expenditures	\$ 13,721,266	\$ 9,400,495	68.51%	\$ 9,301,655	\$4,419,610	67.79%	(\$98,840)	98.95%
	Capital a	nd Other N	Non-Opera	ating Exp	enditures	3		
Radio, LMR, and MCT Replacement Proj	<u> </u>							
Technical Projects	\$ 9,827,857			\$ 3,249,939	\$6,577,918	33.07%		
Non-Operating Labor	356,021			193,315	162,707	54.30%		
Non-Operating Supplies and Services				-	-	0.00%		
Total Non-Operating Expenditures	10,183,878			3,443,254	\$6,740,625	33.81%		
Other Capital and Non-Operating Expen								
Technical Projects	\$ 2,515,584			936,444	\$1,579,140	37.23%		
Non-Operating Supplies and Services	85,000			9,705	75,295	11.42%		
Total Non-Operating Expenditures	2,600,584			946,149	\$1,654,435	36.38%		
Total Expenditures	\$ 26,505,728			\$ 13,691,058	\$12,814,670	51.65%		



# Kitsap 911

### **Fund Balance Summary**

t Fund Position	as of 08/31/2023
Temporary Investment Balance	\$ 7,673,343.58
Cash Balance	
Warrant Account	1,686,771.63
Payroll Account	991,369.52
Flex Spending Account	25,173.30
Petty Cash	400.00
Cash Subtotal	2,703,714.45
Total Cash and Cash Equivalents	10,377,058.03
Add: Outstanding Warrants	6,532.13
Less: Outstanding Receipts	(99.82
Net Fund Position	\$ 10,383,490.34

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

Funds	Committed for Non-Operating Projects and Expenditures							
Job		Estimated Project	Total Funds	Current Month	YTD	LTD	Budgeted Funds	Approved via
Code	Project	Total	Appropriated	Expenditures	Expenditures	Expenditures	Remaining	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	-	79,025.86	138,096.51	361,903.49	2023-001
40	UPS Hardware Replacement	300,000.00	300,000.00	-	-	126.50	299,873.50	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	-	-	206,762.63	(6,762.63)	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	-	7,669.12	7,669.12	47,330.88	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	<u> </u>	\$ 225,242.48	\$ 491,202.26	\$ 2,291,797.74	
	Subtotal Sapital Flojects	Σ,100,000.00	Ψ <b>2</b> ,703,000.00	Ψ -	Ψ 223,242.40	¥ 431,202.20	Ψ 2,231,737.74	
Funds	s Committed for Capital Projects							
Job	o committee for capital riojocto	<b>Estimated Project</b>	Total Funds	<b>Current Month</b>	YTD	LTD	Budgeted Funds	Approved via
Code	Project	Total	Committed	Expenditures	Expenditures	Expenditures	Remaining	Resolution No.
58	LMR Replacement Project	\$ 39,000,000.00	\$ 4,000,000.00	\$ 6,694.82	\$ 4,654.71	\$ 11,349.53	\$ 3,988,650.47	2022-010
63	MCT Replacement	3,740,000.00	3,740,000.00	-	2,918,249.23	2,918,249.23	821,750.77	2022-010
57	Microwave System	2,000,000.00	2,000,000.00	3,808.83	520,349.90	521,753.05	1,478,246.95	2022-002
	•							
	Subtotal Non-Operating Projects	\$ 44,740,000.00	\$ 9,740,000.00	\$ 10,503.65	\$ 3,443,253.84	\$ 3,451,351.81	\$ 6,288,648.19	
	Total Capital and Non-Operating Projects	\$ 47,523,000.00	\$ 12,523,000.00	\$ 10,503.65	\$ 3,668,496.32	\$ 3,942,554.07	\$ 8,580,445.93	

## Funds Assigned As of August 2023

Job			Total Funds	<b>Current Month</b>	YTD	LTD	Assigned Funds
Code	Project	Year Assigned	Assigned	Expenditures	Expenditures	Expenditures	Remaining
	Stabilization Fund	2023	\$ 2,188,277.00	\$ -	\$ -	\$ -	\$ 2,188,277.00
	Microwave System (Equipment and Installation) - Cash Flow	2023	4,590,837.05	-	-	-	4,590,837.05
	Payroll Cashflow	2023	350,000.00	-	-	-	350,000.00
29	Unexpended Fire Alerting Project Funds	2022	128,192.11	-	6,205.05	6,205.05	121,987.06
26	Backup Center	2022	108,673.07	-	-	31,326.93	77,346.14
50	Simulcast Tuning	2022	13,125.00	-	-	585.00	12,540.00
		Total Assigned Funds	\$ 7,379,104.23	\$ -	\$ 6,205.05	\$ 38,116.98	\$ 7,340,987.25

# Kitsap 911 2023 Key Projects and Initiatives

		Technical Projects		Estin	nated	
Proj/Ta	ask#	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	In Progress
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	Complete
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	Complete
2022	12	MCT Replacement	1	10/19/2022	Q2 2023	Complete
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	In Progress
2023	15	Office and MDM Replacement	3	1/15/2023	Q2 2023	Complete
2023	16	Upgrade Accounting Software	4	Q4 2022	Q1 2023	Complete+
2023	17	Secondary Edge Frontier License	3	Q3 2023	TBD	In Progress
2023	18	Improve redundancy of VX Rail Infrstructure	3	4/1/2023	Q4 2023	<sup>65</sup> In Progress

Proj/T	ask#	Project/Initiative	Priority	Start	Completion	Status
2023	19	Offsite Backup Enhancements	3	Q2 2023	Q4 2023	In Progress
2023	20	Network Security Analysis	3	Q4 2023	Q1 2024	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	In Progress
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	In Progress
2023	27	Support Fire Service Efforts to Improve EMS Wait times with SMMC	3	Q1 2023	9/5/2023	Complete

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

	LMR Replacement Project (Multi -Year)			Estin	nated	
Tas	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	c Complete
LMR	3	RFP Interviews and Reference Checks	3	3/27/2023	4/7/2023	Late

Proj/1	ask#	Project/Initiative	Priority	Start	Completion	Status
LMR	4	Final Vendor Selection Recommendation	2	5/29/2023	8/9/2023	Complete
LMR	5	Contract Negotiations with awarded responder	2	8/10/2023	TBD	In progress
LMR	6	Project Kick off and begin system design work	1	Q4 2023	TBD	