

Kitsap 911 Executive Committee Meeting
October 25, 2023 ~ 1:00 PM to 3:00 PM
Via Zoom or public in-person at Kitsap 911

A G E N D A

1. Call to Order (Chair)
2. Public Comment (limited to 2 minutes per speaker) (Chair)
3. Additions to Agenda (Chair)
4. [Approval of Minutes \(09/27/2023\)](#) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
 - a. [A/P Warrant Numbers 5952 through 6017](#)
Total \$270,435.24
 - b. [Payroll Dated: 09/15/2023, 09/29/2023, and 10/13/2023.](#)
Total: \$1,197,662.93
 - c. [Use Tax: 08/01/2023-08/31/2023](#)
Total: \$44.61
6. Ratification of Executed Contracts

[K911-071 Washington Traffic Safety Commission \(HVE Grant\), 10/01/2023-09/30/2024.](#)

[KC-085-23 First Amendment, Sublease and Joint Use Agreement Between Kitsap County and Kitsap 911 For Facility At 911 Carver Street, Bremerton, new long-term lease agreement with State Military Department substituting Attachment B KC-139-03A with KC-253-23 and also \[agreement that\] KC-253-23 replaced the terminated KC-139-03, KC-253-23 is a 30 year contract plus 1 additional 25 year.](#)

7. Discussion Items
None
8. Staff Reports (time-permitting)
 - a. LMR Project Update (Peabody)
 - b. [Finance Report](#) (Rogers)
 - c. Staffing Report (Kirton)
 - d. [Goals and Tech Projects Update](#) (Kirton)
 - 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: October 25, 2023 1:00PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87067478180?pwd=L0FYWjhWK0tzcDlacUlyMlI3TDlSZz09>

Meeting ID: 870 6747 8180

Passcode: 911

One tap mobile

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

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

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

Meeting ID: 870 6747 8180

Passcode: 911

Find your local number: <https://us06web.zoom.us/j/87067478180?pwd=L0FYWjhWK0tzcDlacUlyMlI3TDlSZz09>



Kitsap 911 Executive Committee Meeting of September 27, 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, Director John Gese, Legal Counsel for Kitsap 911 Ken Bagwell, Executive Director Richard Kirton, Human Resource Manager Rachael Taylor, Assistant Director of Operations Jamie Donley, Finance Manager Steve Rogers, Radio Program Manager Scott Peabody and Administrative Specialist Stephanie Browning

Guests:

Absent:, Strategic Advisory Board Chair Chief Ron Harding, Strategic Advisory Vice Chair Jim Gillard, Deputy Director Maria Jameson-Owens and Technical Systems Manager Brandon Wecker

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

Public Comment: No public was in attendance in-person or via zoom.

Additions: None

Approval of Minutes 07/26/2023 and 08/09/2023

**Director David Ellingson made a motion to approve minutes from 07/26/2023 and 08/09/2023.
Motion was seconded by Director Dusty Wiley. Motion Passed.**

Approval of Payment of Claims-Fund 89822:

**Director David Ellingson moved approval of A/P 5835 through 5951 Total \$471,401.52.
Payroll dated 08/04/2023, 08/18/2023 and 09/01/2023 Total \$1,251,501.22
Use Tax 07/01/2023-07/31/2023 Total \$122.97
Motion was seconded by Director Dusty Wiley. Motion Passed.**

Ratification of Executed Contract:

K911-058 Common Spirit-Director Richard Kirton reported this is a contract Common Spirit also known as St Michaels medical facility. Kitsap 911 provides space in the equipment room for their imaging services equipment. This agreement renews their contract.

K911-070 Newberry Heights Industrial Park LLC- Director Kirton reported this is a commercial lease agreement for Kitsap 911 physical backup center. The contractor is almost completed with building of this facility. This is a five-year term and Kitsap 911 is diversifying their back up strategy.

Director David Ellingson made a motion to ratify contract K911-058 with Common Health and K911-070 with Newberry Heights Industrial Park LLC. Motion was seconded by Director Dusty Wiley. Motion Passed.

Discussion:

None

Staff Reports:

Finance Report

Finance Manager Steve Rogers reported on the financial position as of August 31, 2023 (attached in agenda packet). The revenues received to date are 4 ½ % above expectations. Expenditures are under budget by less than 1%, the majority of the margin coming from the labor budget. Non-Labor expenditures are lower than budget. No reserves have been used to date, and the risks remain the same.

Staffing Report

Human Resource Manager Rachael Taylor reported that Operations has nine vacant positions. There is a call receiver currently in training and a dispatcher in training on the operations floor. A lateral candidate is in process to start in December, and we plan to hire six more in January. The Executive Assistant position is in the final interview stages and Kitsap 911 is in the panel interview stages for two technical positions. Assessment Centers are coming up for the Operations Supervisor and Assistant Supervisor positions. Director Ellingson asked what the Assistant Supervisor's responsibility is. Mr. Kirton stated they have general supervisory responsibilities on the dispatch floor on the day-to-day basis and focus on managing the shift. The Supervisors are more focused on managing the team. Kitsap 911 actually has three supervisory tiers, as there is a lead position as well.

Goals Update

Executive Director Richard Kirton reported on the status of the 2023 Projects.

2019-1 Backup Center- The team has met with the build owner and electrician to go over wire plans. The contractor will be finalizing the design and then send to Kitsap 911 to review.

2019-3 Replace UPS System- An RFP for this replacement took place earlier in the year and there were not any responsive bids. A second RFP was released. Additionally, the DC Power RFP closed yesterday with bids opening this morning. These responses have not been reviewed yet.

2022-9 Replace Security System- This is for the CCTV system and card access for the building. There was a small COVID outbreak at Kitsap 911 and we needed to spread employees out again and close the

building to vendors. This project will be late but as of today the vendor will be out to work on punch list items.

2022-11 Replace Blue Truck- The new vehicle has been received and this project is complete.

2023-13 CAD to CAD interface with South Sound- This project is currently in the testing phase at both Kitsap 911 and South Sound 911. There are some adjustments that need to be made and issues being worked through, but the project is on track so far. This project is complicated since it is a link between two communication centers.

2023-14 Improve logging capabilities- This project is currently being reevaluated, particularly since we have identified the microwave and radio vendor. This will carry forward to 2024.

2023-26 Replacement of Dispatch Consoles-Kitsap 911 had a team go to Snohomish 911 last week and South Sound to look at their consoles. They will continue to research console replacement.

Emerging Issues-

Mr. Kirton reported the certification board continues to meet. Kitsap 911 training coordinator Chris Law has been appointed as the Chair of the State training subcommittee. Mr. Kirton sits on the certification board and is still comfortable that Kitsap 911 training is in line with what we anticipate what the certification requirements will be. We will continue to keep the Executive Committee posted.

LMR Project Update

Radio Program Manager Scott Peabody presented on the status (presentation attached) This presentation is the same as what was presented last night at the Fire Commissioners Association. Mr. Peabody said we are at the point where we have to continuously engage stakeholders. Substantial progress has been made in all four subsystems: Infrastructure, Microwave, Console System and User Radios since approval by the Board of Directors. Director Gese asked once the microwave system has been upgraded will we see an improvement on our current radio system? Mr. Peabody said not much. Originally, we said we would put the existing radio system onto the new microwave system. We do think you will find the microwave system will be more robust when we migrate that. The big improvement will come in 2025. Director Gese said right now, we have a tough time with large concrete buildings such as schools, casinos, government buildings. Will the new system actually allow penetration to these facilities? Mr. Peabody said when we specified the system, we included coverage in large industrial buildings and strip malls. It was based on the land use plans. We know it will be better. The user radios will be enabled for WIFI and cellular coverage.

Executive Session-

Chair Dusty Wiley stated the Executive Committee will go into Executive Session for 5 minutes to discuss contract negotiations under RCW 42.30.110.

Start 1:40

End 1:45

No Action will take place.

Good of the Order-

None

Adjournment 13:46

The next regular meeting of the Kitsap 911 Executive Committee will be October 11, 2023

Executive Committee Radio Program Update

September 27, 2023

R. Scott Peabody, P.E.

speabody@kitsap911.org

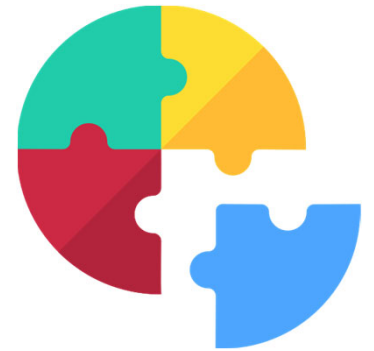
360 552-8402





Topics

- **Progress Report on Four Subsystems**
 - Infrastructure
 - Microwave
 - Console System
 - User Radios



Radio Project – Four Subsystems

Radio Instructure

- Sites
- Controllers
- Network Mgmt.

Dispatch Console System

- Existing or New



Interconnection Systems

- Microwave
- Fiber
- MPLS (Router Network)

User Radios

- Portables
- Mobiles
- Base Stations

Further Schedule Improvements

- **Three Stages of Coverage:**
 1. **Sixteen Existing Sites**
 2. **Six In-building Sites**
 3. **Nine Industrial In-building Sites**
- **Stage 1**
 1. **Design Split into Two Phases:**
 1. **Sufficient to test**
 2. **Sufficient to build**
 2. **Licensing Started**
 3. **Minimal Site Acquisitions**
 4. **Site Improvements**
 - **DC Power RFP Due Today**
 - **Minimal Construction**
 5. **Microwave for 3 sites**
 6. **Console System Upgrade**



Radio Infrastructure	Interconnections	Dispatch System	User Radios
Contract Negotiations	Equipment Installation	Contract Negotiations	Contract Negotiations
Design and Planning	System Acceptance	Design and Planning	VHF Codeplug Development.
Equipment Ordering and Test		Equipment Ordering and Test	Order Early Deployment Radios
Licensing and Site Acquisition		System Acceptance	Program and Install -VHF
Site Improvements	Install Three Sites	System Acceptance	P25 Codeplug Development.
Equipment Installation			Order Replacement Radios
Coverage Testing and Stage 1 System Acceptance			Agency Migrations

Radio Project Planning – Stage 1

	Radio Infrastructure	Interconnections	Dispatch System	User Radios
Oct. 23	Contract Negotiations	Equipment Installation	Contract Negotiations	Contract Negotiations
4Q 23	Design and Planning	System Acceptance	Design and Planning	VHF Codeplug Development.
1Q 24	Equipment Ordering and Test		Equipment Ordering and Test	Order Early Deployment Radios
	Licensing and Site Acquisition			
1H 24	Site Improvements	Install Three Sites	System Acceptance	Program and Install -VHF
2H 24	Equipment Installation			P25 Codeplug Development.
	Coverage Testing and Stage 1 System Acceptance			Order Replacement Radios
2025				Agency Migrations

ACCOUNTS PAYABLE

Warrant 5952-5986

As Of: 10/04/2023

Time: 09:06:04 Date: 10/03/2023

Page: 1

Kitsap 911

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7051	09/20/2023	10/04/2023	157	ADCOMM ENGINEERING LLC	8,181.00 FCC Licensing Service Sept, 2023 Billing
7052	09/27/2023	10/04/2023	165	BUSINESS TELECOM PRODUCTS, INC.	900.42 2023-0926A Headsets
7053	09/27/2023	10/04/2023	172	CENTURYLINK	3,128.69 09.16-10.16.2023
7054	09/20/2023	10/04/2023	174	CITY OF BREMERTON UTILITY BILLING	705.54 08.07-09.05.23
7055	09/04/2023	10/04/2023	183	CRESCENT MOON CATERING	431.21 BOD Meeting 09/04/2023
7056	09/04/2023	10/04/2023	542	DAILY JOURNAL OF COMMERCE, INC	143.00 UPS Legal Notice
7057	09/18/2023	10/04/2023	188	DATEC INCORPORATED	2,347.80 2023-0816B PGPD 100% reimbursing
7058	09/18/2023	10/04/2023	190	DELL MARKETING L.P.	5,578.48 2023-0901B
7059	09/27/2023	10/04/2023	597	DEPARTMENT OF LICENSING	91.25 Kltsap 911 Truck Licensing fees
7066	10/02/2023	10/04/2023	579	EADIE KALTENBACHER	12,750.00 September 2023
7060	09/27/2023	10/04/2023	198	FEDEX	46.49 September 15, 2023 Statement
7061	09/21/2023	10/04/2023	317531	GARNER , EMILY S	55.02 Mileage Reimbursement for Console demo
7062	09/28/2023	10/04/2023	201	GTP ACQUISITION PARTNERS I LLC	4,852.14 View Park Tower Rental
7063	09/27/2023	10/04/2023	576	HERMANSON COMPANY, LLP	562.38 Newberry Hill -Fan Capacitors
7064	09/27/2023	10/04/2023	576	HERMANSON COMPANY, LLP	634.31 Gold Mountain-WO-9764
7076	09/27/2023	10/04/2023	240	JEFFERSON COUNTY PUD #1	213.06 08.15-09.13.23
7065	10/02/2023	10/04/2023	588	JOSEPH P BLASCHKA JR, DBA CEJA ENGINEERING CO	175.00 Radio Engineering Services-August 2023
7067	10/02/2023	10/04/2023	376	KITSAP COUNTY I.S. DEPT	45,871.53 July, August, and September 2023
7068	09/19/2023	10/04/2023	590	LEGIONARY HANDYMAN LLC	2,020.20 Tree Removal 31536 Commercial Ave Kingston WA
7069	09/26/2023	10/04/2023	514	LM INSURANCE CORPORATION	467.00 Workers Comp Renewal. Policy WC5-33S-B21D6V-013
7070	09/26/2023	10/04/2023	218	LOWE'S BUSINESS ACCOUNT	432.33 Current Lowes Statement Balance
7071	09/19/2023	10/04/2023	226	MAGNUM PRINT SOLUTION	125.47 Dell Black Toner
7072	09/21/2023	10/04/2023	318	MENTOR COMPANY	250.00 Readerboard Rental 09/22-09/25/2023
7073	09/30/2023	10/04/2023	507	NORTHWEST OPEN ACCESS NETWORK	312.00 Sept 2023
7074	09/22/2023	10/04/2023	227	OPEN SQUARE	1,255.80 Chair Repairs
7075	09/27/2023	10/04/2023	232	PENINSULA LIGHT CO.	71.42 08.15-09.15.2023
7077	09/27/2023	10/04/2023	241	PUGET SOUND ENERGY	186.11 08/08-09/08/23 Manus Olson Account 220032356507
7078	09/26/2023	10/04/2023	411093	ROGERS, STEVEN D	14.85 Resissue for Check 5344
7079	09/26/2023	10/04/2023	411093	ROGERS, STEVEN D	407.82 Reimbursement for Spokane Conference
7080	09/19/2023	10/04/2023	346	SAFEGUARD BUSINESS SOLUTIONS, LOCKBOX 229	150.20 Deposit Tickets
7081	09/29/2023	10/04/2023	311	T-MOBILE	10.62 08.23-09.20.23
7082	09/20/2023	10/04/2023	273	TPSC	100,187.31 October 2023 Medical
7039	09/13/2023	10/04/2023	263	US BANK	12,060.38 08.25.2023 Statement
7083	09/21/2023	10/04/2023	274902	VALERIO , MARY E	42.80 Ferrry Toll Reimbursement
7084	09/25/2023	10/04/2023	264	VERIZON WIRELESS	1,192.34 08.11-09.10.2023
7085	09/22/2023	10/04/2023	266	WA STATE PATROL BUDGET & FISCAL SERVICES	1,800.00 Access User Fees
7086	10/02/2023	10/04/2023	596	WEX BANK	313.54 September 2023 Fuel Purchases

Report Total:

207,967.51

ACCOUNTS PAYABLE

Kitsap 911

Time: 09:06:04 Date: 10/03/2023

As Of: 10/04/2023

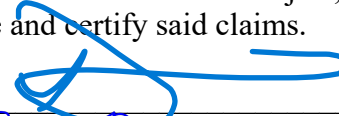
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
----------------	----------	----------	--------	--------	------

STATE OF WASHINGTON - COUNTY OF KITSAP

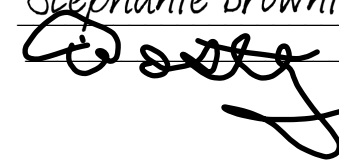
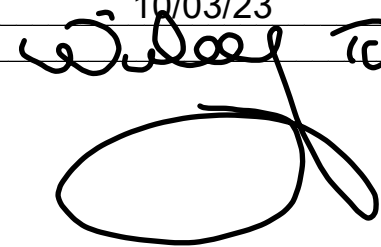
I, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, the labor performed as described herein, and that the claims are just, due and unpaid obligations against Kitsap 911, and that I am authorized to authenticate and certify said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

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



Stephanie Browning 10/03/23

Stephanie Browning 10/03/23

  10-4-23

ACCOUNTS PAYABLE

Warrant 5987-6006

As Of: 10/10/2023


Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7087	10/02/2023	10/10/2023	154 ABM JANITORIAL SERVICES	1,517.26	September 2023 Janitorial Services
7093	10/05/2023	10/10/2023	479 AT&T MOBILITY LLC	389.40	08.20-09.19.2023
7088	10/02/2023	10/10/2023	483 CONNECTWISE	2,194.92	10.01-10.31.2023
7089	10/05/2023	10/10/2023	542 DAILY JOURNAL OF COMMERCE, INC	118.25	DC Power Systems Legal Notice
7090	10/04/2023	10/10/2023	564 DOORDASH INC	360.00	Monthly DashPass Subscripton
7091	10/04/2023	10/10/2023	564 DOORDASH INC	689.34	Kitsap 911 Expensed Meals
7092	10/06/2023	10/10/2023	198 FEDEX	78.12	Sept 29, 2023 Statement
7102	10/03/2023	10/10/2023	338 GOVERNMENTJOBS.COM, INC	795.17	Candidate Text Messaging 01.01.24-12.31.24
7094	10/04/2023	10/10/2023	576 HERMANSON COMPANY, LLP	280.93	Teal Lake leak repair
7095	10/04/2023	10/10/2023	576 HERMANSON COMPANY, LLP	302.56	E 30th-repairs WO 11292
7096	10/03/2023	10/10/2023	576 HERMANSON COMPANY, LLP	365.55	Mandus Olson-repalce 24V contactor WO 11222
7097	10/02/2023	10/10/2023	570 HIS HANDS MAINTENANCE	993.72	October 2023 Landscaping Services
7098	09/28/2023	10/10/2023	204 HOLADAY PARKS, INC.	840.84	repair of VAV-20 fan
7110	10/02/2023	10/10/2023	207 INTERGRAPH CORPORATION	1,000.00	Completion of Xalt Training
7100	10/03/2023	10/10/2023	210 KELLEY IMAGING	242.70	10.15.2023-11.14.2023
7101	10/03/2023	10/10/2023	561 LUMEN, LEVEL3 COMMUNICATIONS LLC	1,376.15	10.01-10.31.2023
7103	10/03/2023	10/10/2023	225 OFFICE DEPOT	66.02	W2 supplies
7104	10/02/2023	10/10/2023	239 POWERDMS	5,058.20	Annual Subscripton 11/07/23-11/06/24
7105	10/02/2023	10/10/2023	245 SELECT ADVANTAGE	235.00	Assessment Services for September 2023
7106	10/01/2023	10/10/2023	249 SPOK, INC.	29.91	10.01-10.31.2023
7099	09/27/2023	10/10/2023	411163 SPRAGUE, JOHN W	4.00	reimbursement for postage
7108	10/03/2023	10/10/2023	163 WM CORPORTATE SERVICES INC	545.95	09/01-09/30/2023
7109	09/29/2023	10/10/2023	478 ZONES, LLC	437.95	2023-0307B

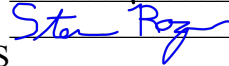
Report Total: 17,921.94

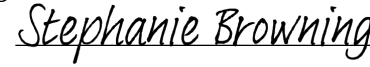
STATE OF WASHINGTON - COUNTY OF KITSAP

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

 10/09/2023

 10/09/2023

 10/09/2023

ACCOUNTS PAYABLE

Warrant 6007-6017

As Of: 10/17/2023

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7126	10/09/2023	10/17/2023	172 CENTURYLINK	94.41	10.02-11.02-23 206-780-8056 131B
7127	10/05/2023	10/17/2023	188 DATEC INCORPORATED	5,601.96	2023-0816B
7130	10/09/2023	10/17/2023	576 HERMANSON COMPANY, LLP	3,169.97	2023-0801a Simon Pt repairs
7128	10/09/2023	10/17/2023	216 LANGUAGE LINE SERVICES, INC.	573.67	09.01.23-09.31.2023
7129	10/09/2023	10/17/2023	417 PENINSULA FIRE INC	1,781.00	2023-0808
7131	10/12/2023	10/17/2023	233 PENINSULA SERVICES	20.00	CD#106261 (09/19/2023)
7132	10/11/2023	10/17/2023	480 PLATT ELECTRIC SUPPLY	478.34	2023-0926
7133	10/12/2023	10/17/2023	241 PUGET SOUND ENERGY	14,369.88	October 2023 Electrical
7107	10/02/2023	10/17/2023	263 US BANK	12,247.61	09.25.23 Statement
7125	10/12/2023	10/17/2023	400 WASHINGTON STATE CHAPTER OF APCO	5,625.00	Booth Space and sponsership APCO Conference
7134	10/10/2023	10/17/2023	267 WCP SOLUTIONS	583.95	2023-0731
Report Total:				44,545.79	

STATE OF WASHINGTON - COUNTY OF KITSAP

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

APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

<i>Stephanie Browning</i>	10/16/2023
<i>Stephanie Browning</i>	10/13/2023



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 09/15/2023
Pay Period: 08/28/2023 to 09/10/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 223,565.85
941 Tax (Withholding, Social Security & Medicare)	82,812.16
Unemployment	604.35
Labor & Industries	1,322.07
PFML Premiums	2,252.68
Long-Term Care Act Premiums	1,626.66
PERS 2 & PERS 3	51,457.72
Washington State Deferred Comp	1,950.28
Mission Square Deferred Comp and Roth IRA	3,685.68
AFLAC	687.95
Guild Dues	1,710.00
Total Payroll	\$ 371,675.40

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,061.83	\$ 43,444.75	\$ 45,506.58
Dental Insurance	140.28	3,247.15	3,387.43
Life Insurance	178.62	318.92	497.54
Total Health Care & Other Benefits/Deductions			\$ 49,391.55

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:	\$ 421,066.95
Transferred to Payroll Account	\$ 371,675.40

Stephanie Browning

 Prepared By (Kitsap 911)

09/13/2023

 DATE



 Authorized Signature (Kitsap 911)

9/13/23

 DATE

 Executive Committee Chair

 DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE


Pay Date: 09/29/2023
Pay Period: 09/11/2023 to 09/24/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 221,174.16
941 Tax (Withholding, Social Security & Medicare)	79,504.54
Unemployment	605.88
Labor & Industries	1,290.91
PFML Premiums	2,127.33
Long-Term Care Act Premiums	1,550.65
PERS 2 & PERS 3	49,203.69
Washington State Deferred Comp	36.22
Mission Square Deferred Comp and Roth IRA	3,657.58
AFLAC	109.34
Guild Dues	22.50
Total Payroll	\$ 359,282.80

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 54.89	\$ 1,682.17	\$ 1,737.06
Dental Insurance	3.60	121.16	124.76
Life Insurance	19.50	14.07	33.57
Total Health Care & Other Benefits/Deductions			\$ 1,895.39

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:	\$ 361,178.19
Transferred to Payroll Account	\$ 359,282.80



Prepared By (Kitsap 911)

09/27/2023

DATE



Authorized Signature (Kitsap 911)

9/27/23

DATE

Executive Committee Chair

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 10/13/2023
Pay Period: 09/25/2023 to 10/08/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 221,797.92
941 Tax (Withholding, Social Security & Medicare)	80,463.47
Unemployment	612.41
Labor & Industries	1,328.46
PFML Premiums	2,191.82
Long-Term Care Act Premiums	1,580.69
PERS 2 & PERS 3	50,358.85
Washington State Deferred Comp	1,946.80
Mission Square Deferred Comp and Roth IRA	3,726.92
AFLAC	687.95
Guild Dues	1,680.00
Total Payroll	\$ 366,375.29

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,125.94	\$ 43,061.66	\$ 45,187.60
Dental Insurance	145.84	3,216.20	3,362.04
Life Insurance	178.63	314.23	492.86
Total Health Care & Other Benefits/Deductions			\$ 49,042.50

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: \$ 415,417.79
Transferred to Payroll Account \$ 366,375.29

Stephanie Browning

Prepared By (Kitsap 911)

10/11/2023

DATE

D.

Authorized Signature (Kitsap 911)

10/11/23

DATE

Executive Committee Chair

DATE



Combined Excise Tax Return

604-008-144
KITSAP 911 PUBLIC AUTHORITY

Filing Period: August 31, 2023

Due Date: September 25, 2023

Filing Frequency: Monthly

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	484.95	0.00	484.95	0.065000	31.52
Total State Sales and Use					31.52

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

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	484.95	0.027000	13.09
Total Local City and/or County Use Tax/Deferred Sales Tax			13.09

Total Tax	44.61
Subtotal	44.61
Total Amount Owed	44.61

Prepared By: Steve Rogers
E-Mail Address: srogers@kitsap911.org
Submitted Date: 9/20/2023
Confirmation #: 0-035-524-901

Payment Type: Bank Account (ACH Debit)
Amount: \$44.61
Effective Date: 9/20/2023

Prepared by: Steve Rogers Date: 09/20/2023
 Steve Rogers, Finance Manager

Reviewed by: Richard Kirton Date: 9/20/23
 Richard Kirton, Executive Director

Approved by: _____ Date: _____
 Executive Committee Board Member



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and _____, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project _____, specifically to provide funding for the law enforcement agencies in WTSC Region _____ to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant _____ was awarded to the WTSC Region _____ to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$ [REDACTED] to the WTSC Region [REDACTED] Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TSM for review and approval. The TSM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region is:	The Contact for WTSC is:
		Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:



Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

FIRST AMENDMENT TO KC-085-23 -

SUBLEASE AND JOINT USE AGREEMENT BETWEEN KITSAP COUNTY AND KITSAP 911 FOR FACILITY AT 911 CARVER STREET, BREMERTON.

THIS FIRST AMENDMENT to the Sublease and Joint Use Agreement Between Kitsap County and Kitsap 911 for the 911 Dispatch and Emergency Services Center at 911 Carver Street, Bremerton, Washington (“Amendment”) is made and entered into by and between Kitsap County (“Kitsap County”) and Kitsap 911 (“K911”).

WHEREAS, on December 19, 2022, the Parties executed the Sublease and Joint Use Agreement Between Kitsap County and Kitsap 911 for the 911 Dispatch and Emergency Services Center at 911 Carver Street, Bremerton, Washington, KC-085-23 ;

WHEREAS, KC-085-23 incorporated Attachment B, KC-139-03A, a draft land lease amendment between the Washington State Military Department as Lessor and Kitsap County as Lessee;

WHEREAS, the State Military Department later declined to proceed with the draft land lease amendment KC-139-03A, and requested a new long-term lease agreement with the County;

WHEREAS, the State Military Department and Kitsap County executed a new long-term land lease agreement KC-253-23 dated September 12, 2023, attached and hereby incorporated as Exhibit A, thereby terminating KC-139-03; and

WHEREAS, Kitsap County and K911 agree to amend KC-085-23 by substituting Attachment B to KC-139-03A with KC-253-23 and also agree that KC-253-23 replaces the terminated State Military Department land lease, KC-139-03.

NOW THEREFORE, the undersigned parties agree as follows:

That KC-085-23 is hereby amended, that Attachment B - KC-139-03A is replaced with KC-253-23, and that KC-139-03 is terminated.

Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement executed on December 19, 2022, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment Agreement on the day and year indicated below.

SIGNATURE PAGE FOLLOWS

Dated this ____ of _____, 2023.

Dated this ____ day of _____, 2023

KITSAP 911

**KITSAP COUNTY WASHINGTON BOARD
OF COMMISSIONERS**

By: _____
Richard Kirton, Kitsap 911 Executive Director.

Charlotte Garrido, Chair

Christine Rolfes, Commissioner

Katherine T. Walters, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A

Signed Washington State Military Department Lease

AFTER RECORDING RETURN TO:

State of Washington Military Department
Bldg. 36, Camp Murray
Tacoma, WA 98430-5013
Attn: Real Property Office

Lessor: State of Washington, Military Department

Lessee: Kitsap County

Legal Description (Abbreviated with full legal description attached):

BEG AT CEN OF SEC 21 BEING TPOB TH N 89°50'37 E 1329.71FT TH S 00°31'30 W 2661.83FT TH N89°57'45W 1329.43FT TO 1/4 COR BET SEC 21 & 28 TH N 00°31'10 E 2657.35FT TO POB

Parcel Identification Number: 212401-4-004-2000

LAND LEASE AGREEMENT

This LAND LEASE ("Lease") is made an entered into by and between the Washington State Military Department whose address is Real Property Office, Camp Murray, Building 36, Tacoma, Washington 98430-5013, for its administrators, successors, and assigns, (hereinafter referred to as "Lessor"), and Kitsap County, (hereinafter referred to as "Lessee" or the "County"), acting through the Department of Emergency Management, (hereinafter referred to as "DEM"), whose address is 911 Carver Street, Bremerton, WA 98312. Lessor and Lessee are together referred to herein as the "Parties."

WHEREAS, Lessor is the owner of real property located at 1201 Union, Bremerton, Washington (hereinafter referred to as the "Property") legally described in Exhibit "A" and incorporated herein by reference;

WHEREAS, Lessor and Lessee entered land lease agreement KC-139-03, dated May 19, 2003 ("State Lease") to lease approximately three acres of Lessor's Property for the sole purpose of constructing a 911 Communications and Emergency Operations Center to be jointly used by Kitsap County Central Communications ("CenCom") and DEM and providing Lessee with a non-exclusive easement providing access to the Property;

WHEREAS, Lessee constructed the facility known as the 911 Dispatch and Emergency Services Center at 911 Carver Street, Bremerton, WA 98312; (hereafter referred to as the "Facility");

WHEREAS, Lessee funded the construction and equipping of the Facility with a 2001 voter levy, County issued bonds in 2002 and an E-911 sales tax in 2003;

WHEREAS, the bonds that financed and equipped the Facility have been fully paid and are no longer a debt of the County;

WHEREAS, in 2016, the County created a Public Development Authority, known as Kitsap 911, which assumed the role of providing countywide enhanced 911 emergency communications functions formerly performed by CenCom;

WHEREAS, the County retained its leasehold interest in the State Lease when the County distributed certain assets and liabilities formerly held by the County on behalf of CenCom to Kitsap 911;

WHEREAS, since 2016 DEM and Kitsap 911 have jointly used and occupied the Facility in the same joint manner as historically used by DEM and CenCom ("Historical Use");

WHEREAS, the State Lease permitted Lessee to sublease the Facility with the express approval of the Lessor;

WHEREAS, Lessor hereby approves the sublease of the Facility by Lessee so that DEM and Kitsap 911 may continue their Historical Use of the Facility;

WHEREAS, Lessee and Kitsap 911 entered agreement KC-085-23, dated December 19, 2022, to formalize their Historical Use of the Facility for the duration of the State Lease; and

WHEREAS, Lessee has provided Lessor with the easement as required by State Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. PROPERTY and RECITALS.

Lessor hereby leases to Lessee the real property legally described in Exhibit "A", including the access easement. The recitals set forth above, constituting the basis of this Lease between the parties, and are incorporated herein by reference.

This Lease contains the terms and conditions agreed upon by the Parties. No other understanding, oral or written, regarding the subject matter of this Lease shall be deemed to exist or to bind any of the Parties hereto. This Lease may not be modified or amended except by mutual written agreement of the Parties and signed by persons authorized to sign for the Parties.

Section 2. USE

Lessor hereby permits Lessee to sublease the Facility to Kitsap 911, a separate legal entity to Kitsap County that replaced one of the original occupants, CenCom. Lessee agrees to continue the Historical Use of the Facility with DEM/EOC and Kitsap 911 sharing use of the Facility under a separate agreement, KC-085-23. The Facility will continue to be used to provide a public safety emergency communications function, 911 public safety answering point (PSAP), County Emergency Operations Center and meeting/training space, administrative offices and storage

areas. No other use shall be permitted without the prior written approval of Lessor, which approval shall not be unreasonably withheld.

Furthermore, in using the Property, Lessee agrees that its use shall comply with all applicable federal, state, and local laws, ordinances, regulations and environmental requirements. Lessee hereby agrees to the extent permitted by law, to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

Section 3. TERM

The tenancy created by this Lease shall commence on April 1, 2023 (hereafter the "Commencement Date") and continue for a period of thirty (30) years from that date, with an option to renew as described in Section 11 – Renewal.

Section 4. TERMINATION OF EXISTING LEASE.

Effective as of 11:59 p.m. on the day immediately preceding the Commencement Date, that certain Lease Agreement ("State Lease"/ KC-139-03) dated May 19, 2003, relating to the Leased Property shall automatically terminate and be of no further force or effect. Provided, however, in the event this Lease becomes null and void for any reason prior to the Commencement Date, the State Lease shall not be terminated and shall remain enforceable in accordance with its terms.

Section 5. CONSIDERATION

Consideration and rent for the Facility shall be Lessee's funding of the entire cost, including pre-design, design, construction, inspection and all related administration, maintenance and repair for the CENCOM/DEM Facility and the twelve (12) inch water line and access road for the Kitsap County Emergency - Services Readiness Center Campus, and removal of the existing sewer line to allow excavation of the storm water retention pond.

Section 6. SECURITY

Lessee shall ensure that the Facility is fenced with gated access to the Facility. Lessee shall be responsible for maintenance and repair of the fencing and gated access.

Section 7. NO GUARANTEES

Lessee has made a full inspection of the Property and accepts the premises in its AS-IS, WHERE IS condition. It is understood that the Lessor has made no guarantees, express or implied, representations, promises or statements unless endorsed herein in writing, This Lease shall not be valid and binding upon the State of Washington unless it has been approved by The Adjutant General of Washington or his or her designee and approved as to form by the Office of the Attorney General.

Section 8. EXPENSES

During the term of this Lease, Lessee shall pay all applicable taxes and property assessments, as well as insurance, all utilities including storm water, maintenance and repair.

Section 9. MAINTENANCE and REPAIR

Lessee shall maintain the premises and all improvements constructed thereon in good repair during the continuance of this Lease, at its sole cost and expense.

Section 10. DEFAULT

In the event of a default by either party, the non-defaulting party may give written notice of the default to the defaulting party. After notice, the defaulting party will have a reasonable time to cure the default. If the default is not cured within a reasonable time, the non-defaulting party will have the right to terminate this Lease.

In the event of a material, uncured default by Lessee, Lessor shall be entitled to exercise all remedies available to it, including the right to terminate this Lease and to re-enter and take possession of the Property. In that event, Lessee shall be responsible for all reasonable costs and expenses associated with such termination.

Section 11. RENEWAL

If the Lessee has at all times faithfully and punctually performed all of the covenants of this Lease, Lessor grants Lessee the exclusive right to negotiate a renewal of the Lease for one (1) additional term of twenty-five (25) years, subject to a mutually acceptable adjustment of Lease rate and other conditions.

At least six months before the expiration of the initial lease term, the Parties will commence negotiations on the issue of renewal. If, after negotiations, the Parties are unable to agree on renewal terms, this Lease will expire at the end of the initial term.

Section 12. ASSIGNMENT/SUBLEASE

Lessee shall not assign this Lease nor sublet the Property, and shall not permit the use of Property by anyone other than the Lessee without the prior written consent of Lessor, which consent can be withheld for any reason in the Lessor's total and unrestricted discretion; provided, however, that Lessor's consent shall not be unreasonably withheld if the Lessee wishes to assign this Lease or sublet the Property to another governmental entity for governmental purposes.

Section 13. FIXTURES/ALTERATIONS/IMPROVEMENTS

Lessee shall have the right during the term of this Lease, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, and at Lessee's sole cost and expense, to make alterations, improvements, attach fixtures, and erect additions, structures or signs, in or upon the Property hereby leased. Written consent shall be obtained from The Adjutant General located at Camp Murray, Washington. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, and public works requirements, including obtaining any necessary permits. Except as otherwise provided in this Lease, all improvements and fixtures constructed or installed at the Lessee's expense shall be owned solely by the Lessee.

Section 14. DISPOSITION OF IMPROVEMENTS and FIXTURES

Upon expiration of this Lease, or termination due to default by Lessee, Lessor may, at its option, either accept ownership of the improvements and fixtures constructed or installed on the Property, or require Lessee, at Lessee's sole cost and expense, to remove such improvements and fixtures within one hundred eighty (180) days of such expiration or termination. If Lessee fails to remove the improvements and fixtures as required by this section, Lessor may do so, at Lessee's sole cost and expense.

Lessee shall, as additional consideration, ensure that all liens, security interests and other encumbrances against said improvements and structures except those created or caused by Lessor, whether consensual or involuntary, shall be paid, discharged or satisfied prior to time for reversion thereof to Lessor; and, in any event, the parties acknowledge that Lessor shall not by virtue of termination or expiration of the leasehold interest nor reversion of the structures or other improvements be liable for any debt or encumbrance associated therewith.

Section 15. DISPUTE RESOLUTION

In the event that a dispute arises between the Parties, and it cannot be resolved by direct negotiation, the Parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties, and the cost of mediation shall be shared equally between the Parties. If the Parties cannot agree on a mediator, the Parties shall use a mediation service that selects the mediator. The Parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Lease shall be construed to limit the Parties' choice of a mutually acceptable alternative resolution method.

Section 16. INDEMNIFICATION

To the fullest extent permitted by law, Lessee expressly agrees to and shall indemnify, defend and hold harmless the Lessor and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to Lessee's performance or failure to perform the Lease. Lessee's obligation to indemnify, defend and hold harmless also includes any claim by Lessee's agents, employees, representatives or any subcontractor or its employees. Lessee's obligation to defend includes payment of any reasonable attorneys' fees and costs. Lessee's obligation shall not include such claims that may be caused by the sole negligence of the Lessor and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) Lessor, its agents or employees and (b) Lessee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Lessee or its subcontractors, agents, or employees. Lessee expressly agrees to waive its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the Lessor and its agencies, officials, agents or employees.

Section 17. INSURANCE

Lessee shall obtain and keep in force during the full term of this Lease the following coverage:
A. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform work on the premises under this Lease.

B. Commercial General Liability: \$3,000,000 general aggregate

C. Automobile Liability: Per Accident: \$1,000,000

Certificates of Insurance shall be provided to the Military Department within two (2) weeks after the execution of this Lease evidencing proof of coverage in accordance with this Lease. Lessee shall provide thirty (30) days written notice of cancellation or substantial change in coverage to the Military Department.

Lessor warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq.

Section 18. HAZARDOUS SUBSTANCES

Lessee shall not keep on or about the Property, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to the State of Washington, and shall indemnify, defend and save harmless the State and its officials and employees, with respect to any and all damages, costs, fees (including reasonable attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, construction activity, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Lessor to terminate this Lease.

Section 19. NON-DISCRIMINATION

Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap or national origin. Lessee will comply with the Americans with the Disabilities Act of 1990 (42 USC, 12101-12213 and the Washington State Law against discrimination, chapter 49.60 RCW, as well as the regulations adopted thereunder and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

Section 20. CONDEMNATION

If all the Property or such portions of the Property as may be required for the reasonable use of the Property are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Property and any rent due shall be paid to that date. In case of a taking of a part of the Property, or a portion of the Property not required for the reasonable use of the Property, at Lessee's determination, then the Lease shall continue in full force and effect and any rent shall be equitably reduced based on the proportion by which the area of the Property is reduced, such rent reduction to be effective as of the date possession of such is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and relocation benefits, if any. In the event that any

improvements or fixtures are taken by eminent domain during the lease period, the Lessee alone shall be entitled to all damages and awards in connection therewith.

Section 21. ADDITIONAL LEASE PROVISIONS

Lessee agrees not to use the Premises for any commercial or partisan political activities. Consistent with applicable law, the premises will not be used for activities detrimental to the interest of the U.S. Government, the State of Washington, the National Guard or its members.

Lessor will cooperate reasonably with Lessee in Lessee's obtaining all appropriate governmental or regulatory permits, licenses, approvals or consents. If Lessee, after reasonable diligence, is unable to obtain or maintain any such permits, licenses, approvals or consents, Lessee may, without further contractual obligation, terminate this Lease by providing written notice to the Lessor. All work on the leased premises shall proceed in a manner to allow the Military Department to continue its daily operations on the Premises.

Lessee agrees that areas not specifically authorized for its use under the terms of this Lease are not authorized for the use or entry of Lessee, its employees, its customers, guests, and invitees, and that entry into such unauthorized areas may be grounds for termination of this Lease.

Vehicle Impoundment: Upon notification to Lessee by Lessor, Lessee shall authorize the removal and impoundment of any Lessee's customer's vehicle parked in any Military Department parking area not designated. Lessor shall not be responsible for any claim of damages for removal of said vehicles.

Lessee recognizes that the Facility is located within a larger campus area known as the "Kitsap Joint Fire Training and Emergency Services Facility" ("KJFTESF") and agrees to participate in the Joint Management Group oversight process for the campus. Lessee further agrees to participate financially for its fair share portion of required maintenance of common usage areas such as the access road, storm water retention pond, and other areas that are specifically used by Lessee and shared by Lessee with other campus tenants. Lessee shall not be required to share in maintenance or upgrade costs of the KJFTESF structures, roads, equipment, operations, construction, remodeling, repairing or improvements that are not directly related to the Facility or an integral part of Lessee's mission or operation, to include the payment of dues or assessments by the Joint Management Group in support of fire training purposes.

Section 22. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: State of Washington
Military Department Real Property Office
Camp Murray, Building 36
Tacoma, WA 98430-5013

LESSEE: County Administrator
614 Division Street, MS-4
Port Orchard, WA 98366

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

LESSOR:

STATE OF WASHINGTON
MILITARY DEPARTMENT

By: *But D. Daughy*
Signature.

Title: The Adjutant General

Date: SEPTEMBER 12, 2023

Approved As To Form
By: *David B. Merchant*
Print Name: David B. Merchant
Title: Assistant Attorney General
Date: 8/16/2023

LESSEE:

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner



ATTEST:

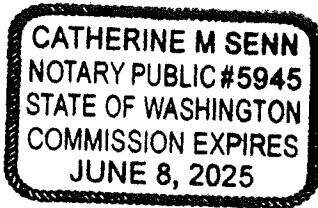
Dana Daniels
Dana Daniels, Clerk of the Board

Date: June 26, 2023

STATE OF WASHINGTON)
) ss:
COUNTY OF Pierce)
CMS)

On this 12th day of September 2023, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared before me MA Bret Daugherty known to me to be The ADJUTANT GENERAL of the State of Washington Military Department and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Catherine M. Senn
PRINT NAME: Catherine M. Senn
Notary Public in and for the State of Washington,
Residing at: TACOMA
My Commission Expires: 8 June 2025

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

On this _____ day of _____ 2023, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared CHARLOTTE GARRIDO, Chair, _____, and KATHERINE WALTERS to me know to be the County Commissioners, respectively, of Kitsap County that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of KITSAP COUNTY, for the uses and purposes therein mentioned, and on oath, stated that they are authorized to execute the said instrument and that the seal affixed is the County Seal of Kitsap County.

Witness my hand and official seal hereto affixed the day and year first above written.

PRINT NAME: _____
Notary Public in and for the State of Washington,
residing at: _____
My Commission Expires: _____

EXHIBIT "A" - Legal Description

That portion of the west half of the southeast quarter of section 21, township 24 north, range 1 east, Willamette Meridian, City of Bremerton, County of Kitsap, State of Washington, described as follows: Commencing at the northeast corner of said west half; thence north $88^{\circ}51'44''$ west (bearing meridian from Kitsap County survey recorded in Book 36 of Surveys at page 135), 511.73 feet along the north line of said west half; thence south $01^{\circ}08'16''$ west, 302.87 feet to the point of beginning; thence south $39^{\circ}25'39''$ east, 206.03 feet; thence south $38^{\circ}17'36''$ west, 327.39 feet; thence north $51^{\circ}42'24''$ west, 11.50 feet; thence south $38^{\circ}17'36''$ west, 87.43 feet; thence north $51^{\circ}40'57''$ west, 60.00 feet; thence north $38^{\circ}17'36''$ east, 87.40 feet; thence north $51^{\circ}42'24''$ west, 301.98 feet; thence north $38^{\circ}17'06''$ east, 240.71 feet; thence south $88^{\circ}51'44''$ east, 216.06 feet to the point of beginning. Containing 2.94 acres, more or less.

Lessor shall provide a non-exclusive access easement to the Lessee over the following described property:

A strip of land 60 feet wide in the west half of the southeast quarter of section 21, township 24 north, range 1 east, Willamette Meridian, City of Bremerton, County of Kitsap, State of Washington, the centerline of which is described as follows:

Commencing at the northeast corner of said west half; thence north $88^{\circ}51'44''$ west (bearing meridian from Kitsap County survey recorded in Book 36 of Surveys at page 135), 511.73 feet along the north line of said west half; thence south $01^{\circ}08'16''$ west, 302.87 feet; thence south $39^{\circ}25'39''$ east, 206.03 feet; thence south $38^{\circ}17'36''$ west, 327.39 feet; thence north $51^{\circ}42'24''$ west, 11.50 feet; thence south $38^{\circ}17'36''$ west, 87.43 feet; thence north $51^{\circ}40'57''$ west, 60.00 feet; thence south $38^{\circ}17'36''$ west, 30.00 feet to the point of beginning; thence south $51^{\circ}40'57''$ east, 131.87 feet; thence south $38^{\circ}19'03''$ west, 40.04 feet to the beginning of a curve having a radius point which bears south $51^{\circ}40'57''$ east, 103.00 feet; thence southerly along the arc of said curve to the left 64.52 feet through central angle of $35^{\circ}53'33''$; thence south $02^{\circ}25'30''$ west, 242.32 feet to the beginning of a curve having a radius point which bears south $87^{\circ}34'30''$ east, 162.50 feet; thence southerly along the arc of said curve to the left 85.38 feet through a central angle of $30^{\circ}06'17''$; thence south $27^{\circ}40'47''$ east, 45.69 feet to the north line of Pendergast Road as described in document entitled easement and recorded under Kitsap County Auditor File No. 3025995, and the terminal point of said described centerline.

Executive Summary

Kitsap 911 Board of Directors

Summary: For the year-to-date period ended September 30, 2023 (75.00% of the year elapsed), revenues were above, and operating expenditures were below expectations.

Revenues: As of September 2023, we have received approximately \$14.8M (78.65%) of projected annual revenues, exceeding our year-to-date forecast of \$14.1M (74.78%) by approximately \$728K (3.87%).

Revenues	Expected	Actual	Variance	
Sales Tax 1	\$4.89 M	\$5.20 M	\$0.31 M	●
	73.88%	78.56%	4.68%	
Sales Tax 2	\$4.89 M	\$5.20 M	\$0.31 M	●
	73.88%	78.56%	4.68%	
Excise Tax	\$2.01 M	\$2.01 M	\$0.00 M	●
	76.92%	76.99%	0.07%	
Other Revenues	\$2.29 M	\$2.40 M	\$0.11 M	●
	76.92%	80.52%	3.60%	
Total Revenue	\$14.07 M	\$14.80 M	\$0.73 M	●
	74.78%	78.65%	3.87%	

We have received approximately \$10.4M (78.56%) in total sales tax revenues, which was above our year-to-date forecast of \$9.8M (73.88%) by approximately \$619K (6.33%). Total sales tax revenues are divided evenly on the table above between our two 1/10th of 1% allocations, each receiving approximately \$5.2M year-to-date.

We have received approximately \$2.0M (76.99%) of the total projected excise tax revenues, which was in-line with our year-to-date forecast of \$2.0M (76.92%), above expectations by approximately \$2K (0.07%).

Other revenues received were \$2.4M (80.52%), which was above our year-to-date forecast of \$2.3M (76.92%), over expectations by approximately \$107K (3.60%). For September 2023, the variance from budget was primarily due to normal timing differences in the receipt of user agency payments.

Operating Expenditures: As of September 2023, we have expended approximately \$10.4M (76.04%) of our total operating expenditures appropriation, which was under our year-to-date expectation of \$10.7M (78.04%), under budget by approximately \$275K (2.00%).

Operating Expenditures	Expected	Actual	Variance	
Operating Salaries & Benefits	\$8.59 M 77.22%	\$8.49 M 76.28%	\$0.10 M 0.94%	●
Operating Non-Labor	\$2.11 M 81.57%	\$1.94 M 75.00%	\$0.17 M 6.57%	●
Total Operating Expenditures	\$10.71 M 78.04%	\$10.43 M 76.04%	\$0.28 M -2.00%	●

We have expended approximately \$8.5M (76.28%) of our total operating salaries and benefits budget, which was below our year-to-date goal of \$8.6M (77.22%) by approximately \$105K (1.22%). Consistent with predictions detailed in the previous report, overtime expenditures declined once again month-over-month, which supports our conclusion that the deviation from the August YTD budget was not descriptive of the annual trend overall, which appears to be positive.

We have expended approximately \$1.9M (75.00%) of the total Operating Supplies, Services, and Inter-fund expenditures, which was less than our year-to-date goal of \$2.1M (81.57%), under expectations by approximately \$170K (6.57%).

Radio, LMR, and MCT Replacement Project Expenditures: As of September 2023, we have expended approximately \$3.5M (33.91%) of our total annual appropriation of \$10.2M.

Radio, LMR, & MCT Replacement Projects	Appropriation	YTD	Remaining	
Technical Projects	\$9.83 M 100.00%	\$3.22 M 32.77%	\$6.61 M 67.23%	●
Non-Operating Labor	\$0.36 M 100.00%	\$0.23 M 65.47%	\$0.12 M 34.53%	●
Total Non-Operating Expenditures	\$10.18 M 100.00%	\$3.45 M 33.91%	\$6.73 M 66.09%	●

Other Capital Projects and Non-Operating Expenditures: As of September 2023, we have expended approximately \$1.1M (40.91%) of our total annual appropriation of \$2.6M.

Other Non-Operating Expenditures	Appropriation	YTD	Remaining	
Technical Projects	\$2.52 M 100.00%	\$1.05 M 41.91%	\$1.46 M 58.09%	●
Non-Operating Supplies and Services	\$0.09 M 100.00%	\$0.01 M 11.42%	\$0.08 M 88.58%	●
Total Non-Operating Expenditures	\$2.60 M 100.00%	\$1.06 M 40.91%	\$1.54 M 59.09%	●

Reserves: No reserves have been used year to date.

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



Kitsap 911

Monthly Financials for the Month Ended 09/30/2023

Description	2023 Annual Budget	September 2023 Expected Budget \$	September 2023 Expected Budget %	September 2023 YTD	Delta to Annual Budget		Delta to YTD Budget		
					\$	%	\$	%	
Revenues									
Sales Tax 1	\$ 6,613,461	\$ 4,886,025	73.88%	\$ 5,195,420	\$1,418,041	78.56%	\$309,395	106.33%	
Sales Tax 2	6,613,461	4,886,025	73.88%	5,195,420	1,418,041	78.56%	309,395	106.33%	
Telephone Excise Tax	2,613,822	2,010,632	76.92%	2,012,352	601,470	76.99%	1,720	100.09%	
Other Revenues	2,974,311	2,287,931	76.92%	2,395,006	579,304	80.52%	107,075	104.68%	
Total Revenues	\$18,815,055	\$14,070,614	74.78%	\$ 14,798,198	\$4,016,857	78.65%	\$727,584	105.17%	
Operating Expenditures									
Operating Labor									
Salaries	\$ 8,819,946	\$ 6,784,574	76.92%	\$ 6,455,116	\$2,364,830	73.19%	(\$329,458)	95.14%	
Payroll Taxes	781,293	585,970	75.00%	529,807	251,486	67.81%	(56,163)	90.42%	
Benefits	2,147,265	1,699,918	79.17%	1,504,333	642,932	70.06%	(195,585)	88.49%	
Budgeted Attrition	(619,304)	(476,387)	76.92%	-	(619,304)	0.00%	476,387	0.00%	
Total Labor	\$ 11,129,201	\$ 8,594,075	77.22%	\$ 8,489,256	\$2,639,944	76.28%	(\$104,818)	98.78%	
Operating Supplies and Services									
Supplies	\$ 359,082	\$ 250,711	69.82%	\$ 309,924	\$49,159	86.31%	\$59,213	123.62%	
Professional Services	423,976	335,365	79.10%	363,142	60,834	85.65%	27,777	108.28%	
Communications	287,950	214,379	74.45%	236,483	51,467	82.13%	22,104	110.31%	
Travel	65,098	44,293	68.04%	14,475	50,623	22.24%	(29,818)	32.68%	
Advertising	9,673	6,249	64.60%	2,710	6,962	28.02%	(3,538)	43.38%	
Operating Rents/Leases	170,030	141,244	83.07%	143,457	26,573	84.37%	2,213	101.57%	
Insurance	114,942	114,942	100.00%	95,195	19,747	82.82%	(19,747)	82.82%	
Utilities	168,534	123,973	73.56%	137,876	30,658	81.81%	13,902	111.21%	
Repairs & Maintenance	900,301	818,194	90.88%	603,592	296,709	67.04%	(214,602)	73.77%	
Miscellaneous	92,478	64,947	70.23%	37,147	55,331	40.17%	(27,800)	57.20%	
Total Supplies and Services	2,592,065	2,114,298	81.57%	1,944,001	\$648,064	75.00%	(\$170,297)	91.95%	
Total Operating Expenditures	\$ 13,721,266	\$ 10,708,372	78.04%	\$ 10,433,257	\$3,288,009	76.04%	(\$275,115)	97.43%	
Capital and Other Non-Operating Expenditures									
Radio, LMR, and MCT Replacement Projects									
Technical Projects	\$ 9,827,857			\$ 3,220,309	\$6,607,548	32.77%			
Non-Operating Labor	356,021			233,102	122,919	65.47%			
Non-Operating Supplies and Services	-			-	-	0.00%			
Total Non-Operating Expenditures	10,183,878			3,453,411	\$6,730,467	33.91%			
Other Capital and Non-Operating Expenditures									
Technical Projects	\$ 2,515,584			1,054,207	\$1,461,377	41.91%			
Non-Operating Supplies and Services	85,000			9,705	75,295	11.42%			
Total Non-Operating Expenditures	2,600,584			1,063,912	\$1,536,672	40.91%			
Total Expenditures	\$ 26,505,728			\$ 14,950,580	\$11,555,148	56.41%			



Kitsap 911

Fund Balance Summary

Net Fund Position	as of 09/30/2023
Temporary Investment Balance	\$ 8,391,713.46
Cash Balance	
Warrant Account	1,739,196.20
Payroll Account	636,242.23
Flex Spending Account	23,875.32
Petty Cash	400.00
Cash Subtotal	<u>2,399,713.75</u>
Total Cash and Cash Equivalents	<u>10,791,427.21</u>
Add: Outstanding Warrants	51,519.90
Less: Outstanding Receipts	-
Net Fund Position	<u><u>\$ 10,842,947.11</u></u>

Funds Committed for Capital and Non-Operating Projects

As of September 2023

Funds Committed for Non-Operating Projects and Expenditures

Job Code	Project	Estimated Project Total	Total Funds Appropriated	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
64	Dispatch Floor Project - Console Furniture	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	2022-007
61	CCTV and Access Control Replacement	500,000.00	500,000.00	17,174.44	79,025.86	155,270.95	344,729.05	2023-001
40	UPS Hardware Replacement	300,000.00	300,000.00	532.24	-	658.74	299,341.26	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	61,822.09	-	61,822.09	18,177.91	2022-002
44	Server Virtualization & Cyber Security	55,000.00	55,000.00	-	-	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	\$ 79,528.77	\$ 217,573.36	\$ 570,731.03	\$ 2,212,268.97	

Funds Committed for Capital Projects

Job Code	Project	Estimated Project Total	Total Funds Committed	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Budgeted Funds Remaining	Approved via Resolution No.
58	LMR Replacement Project	\$ 39,000,000.00	\$ 4,000,000.00	\$ -	\$ 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	10,157.18	530,507.08	531,910.23	1,468,089.77	2022-002
Subtotal Non-Operating Projects		\$ 44,740,000.00	\$ 9,740,000.00	\$ 10,157.18	\$ 3,453,411.02	\$ 3,461,508.99	\$ 6,278,491.01	
Total Capital and Non-Operating Projects		\$ 47,523,000.00	\$ 12,523,000.00	\$ 89,685.95	\$ 3,670,984.38	\$ 4,032,240.02	\$ 8,490,759.98	

Funds Assigned
As of September 2023

Job Code	Project	Year Assigned	Total Funds Assigned	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Assigned Funds Remaining
	Stabilization Fund	2023	\$ 2,188,277.00	\$ -	\$ -	\$ -	\$ 2,188,277.00
	Microwave System (Equipment and Installation) - Cash Flow	2023	5,195,419.90	-	-	-	5,195,419.90
	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			<u>\$ 7,983,687.08</u>	<u>\$ -</u>	<u>\$ 6,205.05</u>	<u>\$ 38,116.98</u>	<u>\$ 7,945,570.10</u>

Kitsap 911 2023 Key Projects and Initiatives

Technical Projects			Estimated			
Proj/Task#	Project/Initiative		Priority	Start	Completion	Status
2019	1	Backup Center - develop plans to leverage remote 911 to provide a more geo-diverse backup	3	9/30/2022	TBD	In Progress
2019	2	SUPPORT - RMS/JMS Replacement (Support KCIS)	3		6/30/2023	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	Late
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 Infrastructure	3	4/1/2023	Q4 2023	In Progress

Proj/Task#		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	In Progress
2023	25	Dispatch Floor Project - Soundproofing	3	Q4 2023	TBD	In Progress
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)			Estimated			
Task#		Milestone	Priority	Start	Completion	Status
MV	1	Onsite training for Staff	2	2/27/2023	3/3/2023	Complete
MV	2	Factory Staging Assessment Testing	1	3/6/2023	3/10/2023	Complete
MV	3	Indoor Equipment Installation	2	5/15/2023	8/1/2023	Complete
MV	4	Outdoor Equipment Installation	2	7/1/2023	11/1/2023	In Progress
MV	5	Project Completion	2		Q1 2024	

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

Proj/Task#		Project/Initiative	Priority	Start	Completion	Status
LMR	4	Final Vendor Selection Recommendation	2	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	