

**Kitsap 911 Executive Committee Meeting**  
**January 24, 2024 ~ 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 \(12/13/2023\)](#) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
  - a. [A/P Warrant Numbers 6135 through 6191](#)  
Total \$ 3,075,093.93
  - b. [Payroll Dated: 12/22/23 and 01/05/24](#)  
Total: \$768,452.26
  - c. [Used Tax Dated: November 2023 and December 2023](#)  
Total Increase: \$ 368.47
6. Ratification of Executed Contracts  
[K911-075, Battery Power Solutions, Term- 2024-2031, Total: \\$659,708.79](#)
7. Action Items  
None
8. Discussion Items
  - a. Senate Bill 5808 - Arbitration Legislation
9. Staff Reports (time-permitting)
  - a. [Finance Report](#) (Rogers)
  - b. Staffing Report (Jameson)
  - c. [Goals and Tech Projects Update](#) (Wecker)
  - d. Continuous Improvement Process Initiatives (Kirton)
    - i. HR CIP Quarterly Report (Taylor)
    - ii. Tech CIP Quarterly Report (Wecker)
  - e. LMR Project Update (Peabody)
  - f. Emerging Issues (Kirton)
10. Good of the Order
11. Adjourn

Topic: Kitsap 911 Executive Committee  
Time: January 24, 2024, 1:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87067478180?pwd=L0FYWjhWK0tzcDlacUlyMlI3TDISZz09>

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=L0FYWjhWK0tzcDlacUlyMlI3TDISZz09>



**Kitsap 911 Executive Committee Meeting of  
December 13, 2023  
Via Zoom or In-Person at Kitsap 911**

**Attendees:**

Director Dusty Wiley (Chair)  
Director David Ellingson  
Director John Gese  
Executive Director Richard Kirton  
Deputy Director Maria Jameson-Owens  
Finance Manager Steve Rogers  
Radio Program Manager Scott Peabody  
Technical Systems Manager Brandon Wecker  
Technical Systems Manager Brandon Wecker

Administrative Specialist Stephanie Browning

**Guests:**

**Absent:**

Director Joe Deets  
Strategic Advisory Board Chair Chief Ron Harding  
Strategic Advisory Vice Chair Jim Gillard  
Assistant Director of Operations Jamie Donley  
Director Greg Wheeler

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

**Public Comment:** No Public in Attendance

**Additions:** None

**Approval of Minutes 11/22/2023**

**Director David Ellingson made a motion to approve minutes from 11/22/2023. Motion was seconded by Director Dusty Wiley. Motion Passed.**

**Approval of Payment of Claims – Fund 89822 (Operating Fund):**

**Director David Ellingson moved approval of A/P 6068 through 6134. Total \$395,084.46. Payroll dated 11/21/2023 (paper check), 11/22/2023 and 12/08/2023 Total \$900,890.59. Payroll dated 10/13/2023 – Correction to payroll tax. Total increase \$124.67. Motion was seconded by Director Dusty Wiley. Motion Passed.**

**Ratification of Executed Contract:**

None

**Action Items:**

**Approval of Resolution 2023-007 Declaring Certain Property as Surplus**

Executive Director Richard Kirton explained that this is a routine inventory of equipment that has been determined surplus and most of the items are MCT equipment that has been turned in as part of the replacement process. Per the governing directive related to surplus property the surplus property will be disposed of in the manner that is most beneficial to Kitsap 911. None of it is appropriate for school donation but Brandon will provide a disposal recommendation for each individual item.

**Director David Ellingson made a motion to approve Resolution 2023-007 Declaring Certain Property as Surplus. Motion was seconded by Director John Gese. Motion Passed.**

**Approval of Resolution 2023-010 Adopting Wage Ranges for Unrepresented Employees**

Mr. Kirton explained that this is an annual resolution to provide the annual wage adjustment for our unrepresented employees and the extra help employees. This year the CPIU is 4.8 (October) as indicated in the resolution.

**Director John Gese made a motion to approve Resolution 2023-010 Adopting Wage Ranges for Unrepresented Employees. Motion was seconded by Director Dave Ellingson. Motion Passed.**

**Discussion:**

**Special Board Meeting**

Mr. Kirton indicated that Kitsap 911 hasn't received any feedback from Bainbridge Island Fire Department (BIFD). He emphasized Radio Program Manager Scott Peabody's expertise in the RACOM contracting process and we believe that the contract is good and ready to go. We distributed Mr. Peabody's original answers to the questions BIFD posed, the executive summary, the contract documents and the response in the same folder with the same link in the Board Packet. He asked for feedback from the Executive Committee on what level of presentation for the Board Meeting.

Director Ellingson praised Mr. Peabody's outstanding work on the response to each of the questions from BIFD and feels all the questions have been answered. He recommended that Kitsap 911 reaches out to BIFD today to see if there are more questions and to get an idea of where they are in advance of the meeting. He confirmed with Mr. Kirton that the information was to the BIFD deputy chief directly as well as included in the Board of Directors packet. Director Ellingson recommended that each issue BIFD raised and address each one of them at an executive level in the board meeting.

Director Gese agreed to this and recalled that Mayor Erickson was most concerned with reviewing the documents which she does have access to.

Mr. Peabody commented that none of the changes will change the delivery of the product or the product itself but that at some point these delays are going to delay the delivery and impact the safety of the community. By moving forward now, we are ahead of the queue in the product ordering cycle.

Mr. Kirton agreed the further delay will put us behind the 2024 manufacturing schedule.

Mr. Wiley requested an update once Mr. Kirton heard back from BIFD before the meeting.

### **Staff Reports:**

#### **LMR Project Update**

Mr. Peabody updated on the microwave project which is in closeout documentation this project has been delivered with excellent service from the vendor. The amendment was kicked off yesterday. The Zetron contract was ratified at the last Executive Meeting, and this will kick off shortly. Action is moving forward with urgency and feel confident that if the contract gets approved this week, they will make huge progress on the delivery of the RACOM system in 2024.

#### **Finance Report**

Finance Manager Stever Rogers reported that revenues are 6.8% above original projections due to tower lease revenue. Operating Expenditures had a slight deviation for the year-to-date budget for operating expenditures, but it is a minor concern, and we will not go over budget for labor or non-labor supplies and services. The Radio and LMR replacement projects have spent about 34% of the annual budget. The other capital projects budget has expended about 42% of the annual budget. We haven't used any reserves to date and our risks remain the same.

#### **Staffing Report**

Deputy Director Maria Jameson-Owens reported that nothing has changed since the last meeting. Kitsap 911 is still 10 people short but has completed the Director's interviews for the January hires and extended an offer to one of the lateral candidates we discussed in the last meeting for an assistant supervisor, and she has accepted. She will start in January. There have been no changes to admin or tech.

#### **Goals & Tech Projects Update**

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

2019-1 Backup Center- The landlord was notified of Kitsap 911's requirements for occupying that building. The landlord has bids for that work and is finalizing that agreement so that we can move forward with getting the work complete for occupying the building. The work will be reviewed by Kitsap 911 while in progress.

2023-13 CAD to CAD interface with South Sound- There was a successful demo last week with the fire chiefs and they continue to work through some of the punch list items. The implementation is tentatively scheduled for Q1 2024 and then that will start the 90-day burn-in period.

2023-19 Offsite backup enhancements- Implementation continues the project is still on track to completed by the end of 2023.

### **Continuous Improvement Process Initiatives**

Mr. Kirton explained that every year as part of adopting the year's work plan, we present a series of continuous improvement process initiatives (CIPI). At the Jan, Feb and March Exec meetings, each member of the Leadership Team who had CIPI in 2023 and 2024 will brief you on those goals. Then there will be a rotating report out at each Exec meeting. Brandon will present the tech plan once the capital budget amendment is ready.

### **Emerging Issues-**

Senator Van de Wege pre-filed Senate Bill 5808 which grants binding interest arbitration to public safety telecommunicators. This was accomplished by adding public safety telecommunicators employed by a public employer to the list of entities that are covered by the binding arbitration statutes. He noted that police and fire are included depending on the size of the jurisdiction so many smaller jurisdictions are not covered but larger ones are. With this addition telecommunicators would be covered regardless of the size of the district or whether they are employees of public authorities, police or fire. Our WA State APCO chapter usually takes the lead on 911 related issues, but they are remaining neutral on this bill. Mr. Kirton will educate our legislators and take the position at the direction of the board. Chair Ellingson indicated he intends to review the bill and associated arguments for and against.

### **Good of the Order-**

Director Ellingson wished everyone a Merry Christmas and Happy New Year.

Director Wiley indicated his birthday was on New Year's Day and was wished Happy Birthday.

**The meeting is adjourned at 1325.**

**The next regular meeting of the Kitsap 911 Executive Committee will be January 24, 2024**

**ACCOUNTS PAYABLE**

Kitsap 911

Warrants # 6135-6156  
As Of: 12/18/2023


Time: 07:49:31 Date: 12/15/2023  
Page: 1

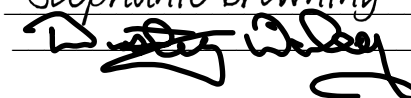
Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7318	12/08/2023	12/18/2023	479 AT&T MOBILITY LLC	389.64	10.20-11.19.2023
7319	12/07/2023	12/18/2023	573 BAGWELL LAW PLLC	1,150.50	11.01-11.30.2023
7321	12/07/2023	12/18/2023	322 CENTURYLINK, BUSINESS SERVICES	84.52	11.04-12.03.2023
7320	12/07/2023	12/18/2023	600 CENTURYLINK	67.45	12.02-01.02.2023 Account 203-780-8056 131B
7322	11/21/2023	12/18/2023	188 DATEC INCORPORATED	691.59	2023-0920 100% Reimbursed by BIPD
7323	10/31/2023	12/18/2023	188 DATEC INCORPORATED	770.95	2023-1026
7324	12/06/2023	12/18/2023	190 DELL MARKETING L.P.	2,672.00	2023-0912A
7325	12/07/2023	12/18/2023	199 FERRELLGAS	259.33	East 30th
7326	12/08/2023	12/18/2023	599 FONEMED LLC	510.20	November 2023
7327	12/07/2023	12/18/2023	556 FRESHWORKS INC. SUBSIDIARIES	1,005.80	5 additional pro level licenses
7328	12/07/2023	12/18/2023	210 KELLEY IMAGING	242.70	12.15-01.14.2024
7329	12/07/2023	12/18/2023	216 LANGUAGE LINE SERVICES, INC.	939.11	11.01-11.30.2023
7330	12/15/2023	12/18/2023	403 LES SCHWAB	353.02	2023-1122a
7333	12/05/2023	12/18/2023	225 OFFICE DEPOT	305.43	Disinfectant Wipes
7334	12/05/2023	12/18/2023	233 PENINSULA SERVICES	20.00	CD #10009 (11-3-2023)
7331	12/13/2023	12/18/2023	436 PRINTING SERVICES, INC	43.68	Business Cards for Barrie Hillman
7332	12/13/2023	12/18/2023	436 PRINTING SERVICES, INC	43.68	Business Cards for Grace Owens
7335	12/11/2023	12/18/2023	241 PUGET SOUND ENERGY	13,893.22	December 2023 Electrical
7336	12/11/2023	12/18/2023	462 RACOM CORPORATION	83,507.85	5% due completion of system acceptance testing
7337	12/08/2023	12/18/2023	462 RACOM CORPORATION	607,329.89	10 Site Installs
7338	12/12/2023	12/18/2023	244 SCGI CONSULTING GROUP	4,750.00	Interpersonal Communications and Personal Accountability Training for New Hires
7339	12/07/2023	12/18/2023	473 SHI INTERNATIONAL CORP	724.13	2023-1016 Webroot
7340	12/07/2023	12/18/2023	447 STAR MICROWAVE	425.00	2023-1115B Multiplier Filter
7342	12/04/2023	12/18/2023	482 US BANK	352.26	Travel Card statement 11.27.2023
7341	11/29/2023	12/18/2023	444 XYBIX SYSTEM, INC	6,139.48	2023-1009
Report Total:				726,671.43	

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  
12/15/2023

  
12/15/2023



**ACCOUNTS PAYABLE**  
Warrant #6157-6160  
As Of: 12/21/2023

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7350	12/08/2023	12/21/2023	263 US BANK	10,410.73	11.27.2023 Statement
7351	12/18/2023	12/21/2023	594 CROW CANYON SYSTEMS, INC	2,250.00	Professional Services
7352	12/15/2023	12/21/2023	398 GOSERCO, INC	11,001.61	Eventide maintenance and support 01/01/24-12/31/24
7353	12/18/2023	12/21/2023	264 VERIZON WIRELESS	18,508.22	11/11-12/10/2023
Report Total:				<u>42,170.56</u>	

STATE OF WASHINGTON - COUNTY OF KITSAP

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

  
 \_\_\_\_\_  
 Stan Roge 12/20/2023  
 \_\_\_\_\_  
 Stephanie Browning 12/19/2023  
  
 \_\_\_\_\_



# ACCOUNTS PAYABLE

Kitsap 911

Warrant# 6161-6191  
As Of: 01/05/2024

Time: 10:19:03 Date: 01/03/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7354	12/22/2023	01/05/2024	157	ADCOMM ENGINEERING LLC	190.00 FCC Licensing Services December 2023 Billing
7355	12/13/2023	01/05/2024	167	CDW GOVERNMENT	109.07 2023-1204A
7356	12/16/2023	01/05/2024	172	CENTURYLINK	3,268.91 12.16.2023-01.16.2024
7357	12/16/2023	01/05/2024	174	CITY OF BREMERTON UTILITY BILLING	602.21 11.06.23-12.04.23
7358	12/13/2023	01/05/2024	470	COMCAST	527.78 12.18.2023-01.17.2024
7359	12/19/2023	01/05/2024	188	DATEC INCORPORATED	1,556.11 2023-0920 BIPD reimbursable
7360	12/05/2023	01/05/2024	188	DATEC INCORPORATED	6,093.36 2023-0831C KCSO Reimbursable
7361	01/01/2024	01/05/2024	579	EADIE KALTENBACHER	12,750.00 December 2023
7362	01/02/2024	01/05/2024	198	FEDEX	20.40 December 22 2023 Statement
7371	12/15/2023	01/05/2024	603	FURNITURE, NW MODULAR SYSTEMS	3,349.71 Remaining amount due
7363	01/01/2024	01/05/2024	201	GTP ACQUISITION PARTNERS I LLC	4,852.14 View Park Tower Rental
7364	01/01/2024	01/05/2024	576	HERMANSON COMPANY, LLP	4,892.16 2023-0831
7365	11/30/2023	01/05/2024	204	HOLADAY PARKS, INC.	2,262.62 2023-1102 BAS/Controls heating elments
7366	01/02/2024	01/05/2024	240	JEFFERSON COUNTY PUD #1	249.01 11.06-12.11.2023
7367	01/02/2024	01/05/2024	210	KELLEY IMAGING	242.70 01.15-02.14.2024
7368	12/29/2023	01/05/2024	407447	LAPLANTE , KHRISTOPHER D	57.30 Ferry Reimbursement
7369	01/01/2024	01/05/2024	438	LOCALITY MEDIA, INC	81,017.48 First Due Renewal 01.01-12.31.2024
7370	12/31/2023	01/05/2024	507	NORTHWEST OPEN ACCESS NETWORK	312.00 December 2023
7372	12/19/2023	01/05/2024	225	OFFICE DEPOT	47.34 Clock for Law and Planner
7373	12/13/2023	01/05/2024	227	OPEN SQUARE	3,225.61 3 new Leap Chairs
7374	12/31/2023	01/05/2024	231	PAUL KIRCHOFF	15,055.20 Background Investigations
7375	01/02/2024	01/05/2024	232	PENINSULA LIGHT CO.	106.26 11.15-12.15.2023
7376	12/29/2023	01/05/2024	462	RACOM CORPORATION	29,490.55 #3 Logging Recorder 10% NTP
7377	12/29/2023	01/05/2024	462	RACOM CORPORATION	258,798.99 #1 Stage 1 Radio System 10% NTP
7378	12/29/2023	01/05/2024	462	RACOM CORPORATION	1,728,504.52 #2 Stage 1A User Devices 10% NTP
7379	12/22/2023	01/05/2024	259	THE DOCTORS CLINIC	374.00 Applicant Medical Testing
7380	01/02/2024	01/05/2024	424	UNITES STATES POSTAL SERVICE	375.00 BR Customer Survey Postage Add to Account BMR Permit #20000
7381	01/02/2024	01/05/2024	264	VERIZON WIRELESS	1,193.41 11.11-12.10.2023
7382	12/05/2023	01/05/2024	379	VERTIV CORPORATION	16,850.65 2023-1113 12/03/23-12/02/2024
7383	12/22/2023	01/05/2024	309	WA CITIES	119,233.00 Liability and Program Assessment for 2024
7386	12/14/2023	01/05/2024	266	WA STATE PATROL BUDGET & FISCAL SERVICES	1,800.00 Access User Fee
7384	12/22/2023	01/05/2024	425	WASHINGTON STATE AUDITORS OFFICE	3,394.65 Accountability and Financial Audit 2022
7387	12/31/2023	01/05/2024	596	WEX BANK	291.80 December 2023 Fuel Purchase
7385	12/18/2023	01/05/2024	352	WFCA	6,000.00 2024 Membership Dues

Report Total: 2,307,093.94

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:19:03 Date: 01/03/2024

As Of: 01/05/2024

Page: 2

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

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

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

*Star Pog* 01/04/2024

*[Signature]*

Stephanie Browning 01/03/2024

*[Signature]* 1-17-24



# Kitsap 911

## AFFIDAVIT FOR PAYROLL ISSUE

**Pay Date:** 12/22/2023  
**Pay Period:** 12/04/2023 to 12/17/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 228,031.82
941 Tax (Withholding, Social Security & Medicare)	73,027.14
Unemployment	609.11
Labor & Industries	1,362.78
PFML Premiums	1,695.47
Long-Term Care Act Premiums	1,573.29
PERS 2 & PERS 3	49,915.53
Washington State Deferred Comp	1,951.09
Mission Square Deferred Comp and Roth IRA	3,652.50
AFLAC	578.61
Guild Dues	1,612.50
<b>Total Payroll</b>	<b>\$ 364,009.84</b>

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,167.80	\$ 43,860.04	\$ 46,027.84
Dental Insurance	147.34	3,249.62	3,396.96
Life Insurance	178.62	323.61	502.23
<b>Total Health Care &amp; Other Benefits/Deductions</b>			<b>\$ 49,927.03</b>

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.

<b>Payroll Amount Approved:</b>	<b>\$ 413,936.87</b>
<b>Transferred to Payroll Account</b>	<b>\$ 364,009.84</b>

\_\_\_\_\_  
**Prepared By (Kitsap 911)**

12/19/2023  
 \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Authorized Signature (Kitsap 911)**  
 \_\_\_\_\_  
**Executive Committee Chair**

\_\_\_\_\_  
**DATE**  
 1-17-24  
 \_\_\_\_\_  
**DATE**



# Kitsap 911

## AFFIDAVIT FOR PAYROLL ISSUE

**Pay Date:** 01/05/2024  
**Pay Period:** 12/18/2023 to 12/31/2023

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 242,003.42
941 Tax (Withholding, Social Security & Medicare)	94,960.98
Unemployment	667.67
Labor & Industries	1,083.34
PFML Premiums	2,511.23
Long-Term Care Act Premiums	1,700.29
PERS 2 & PERS 3	53,105.03
Washington State Deferred Comp	1,969.82
Mission Square Deferred Comp and Roth IRA	4,129.53
AFLAC	578.61
Guild Dues	1,732.50
<b>Total Payroll</b>	<b>\$ 404,442.42</b>

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,121.67	\$ 48,744.09	\$ 50,865.76
Dental Insurance	177.27	3,827.33	4,004.60
Life Insurance	178.63	328.30	506.93
<b>Total Health Care &amp; Other Benefits/Deductions</b>			<b>\$ 55,377.29</b>

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:** \$ 459,819.71  
**Transferred to Payroll Account** \$ 404,442.42

Star Rog  
 Prepared By (Kitsap 911)

01/03/2024  
 DATE

[Signature]  
 Authorized Signature (Kitsap 911)

DATE

Dusty Wilbey  
 Executive Committee Chair

1-17-24  
 DATE



# Combined Excise Tax Return

604-008-144  
KITSAP 911 PUBLIC AUTHORITY

**Filing Period:** November 30, 2023      **Due Date:** December 26, 2023  
**Filing Frequency:** Monthly

## State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	3,580.00	0.00	3,580.00	0.065000	232.70
<b>Total State Sales and Use</b>					<b>232.70</b>

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

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	3,580.00	0.027000	96.66
<b>Total Local City and/or County Use Tax/Deferred Sales Tax</b>			<b>96.66</b>

<b>Total Tax</b>	<b>329.36</b>
<b>Subtotal</b>	<b>329.36</b>
<b>Total Amount Owed</b>	<b>329.36</b>

**Prepared By:** Steve Rogers  
**E-Mail Address:** srogers@kitsap911.org  
**Submitted Date:** 12/12/2023  
**Confirmation #:** 0-037-047-438

**Payment Type:** Bank Account (ACH Debit)  
**Amount:** \$329.36  
**Effective Date:** 12/26/2023

Prepared by: Steve Rogers Date: 12/12/2023  
Steve Rogers, Finance Manager

Reviewed by: [Signature] Date: \_\_\_\_\_  
Richard Kirton, Executive Director

Approved by: [Signature] Date: 1-17-24  
Executive Committee Board Member



# Combined Excise Tax Return

604-008-144  
KITSAP 911 PUBLIC AUTHORITY

**Filing Period:** December 31, 2023      **Due Date:** January 25, 2024

**Filing Frequency:** Monthly

## State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	425.00	0.00	425.00	0.065000	27.63
<b>Total State Sales and Use</b>					<b>27.63</b>

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

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	425.00	0.027000	11.48
<b>Total Local City and/or County Use Tax/Deferred Sales Tax</b>			<b>11.48</b>

<b>Total Tax</b>	<b>39.11</b>
<b>Subtotal</b>	<b>39.11</b>
<b>Total Amount Owed</b>	<b>39.11</b>

**Prepared By:** Steve Rogers  
**E-Mail Address:** srogers@kitsap911.org  
**Submitted Date:** 1/11/2024  
**Confirmation #:** 0-037-576-950

**Payment Type:** Bank Account (ACH Debit)  
**Amount:** \$39.11  
**Effective Date:** 1/11/2024

Prepared by: Steve Rogers Date: 01/11/2024  
 Steve Rogers, Finance Manager

Reviewed by: Richard Kirton Date: 1/11/24  
 Richard Kirton, Executive Director

Approved by: [Signature] Date: 1-17-24  
 Executive Committee Board Member



**KITSAP 911  
CONTRACT REVIEW SHEET**

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

<b>A. GENERAL INFORMATION</b>			
1. Contractor	Battery Power Solutions LLC		
2. Purpose	DC Power Equipment and Services		
3. Contract Amount	\$659,798.79	Disburse <input checked="" type="checkbox"/>	Receive <input type="checkbox"/>
4. Contract Term	01/22/2024-01/21/2031		
5. Contract Administrator	Scott Peabody	Phone	
<b>Approved:</b>	<u>Richard Kirton</u> <i>Executive Director</i>	<b>Date</b>	01/22/2024
<b>B. ACCOUNTING INFORMATION</b>			
1. Contract Control Number	K911-075		
2. Fund Name	Capital Projects		
3. Payment from-Revenue to CC/Account Nbr	594.28.60.0004		
4. <b>Encumbered By</b>	Stephanie Browning	<b>Date</b>	01/22/2024
<b>C. RISK MANAGER REVIEW</b>			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<b>Reviewer</b>	Farah Derosier- WCIA
		<b>Date</b>	01/12/2024
2. Comments: Comments in email			
<b>D. ATTORNEY REVIEW</b>			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<b>Reviewer</b>	Ken Bagwell
		<b>Date</b>	01/19/2024
2. Comments: No comment			
<b>H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # Purchasing and Contracting)</b>			

Ratification by Kitsap 911 Executive Committee Chair \_\_\_\_\_

Date \_\_\_\_\_

## **CONTRACT FOR DC POWER EQUIPMENT AND SERVICES**

This Contract for DC Power Equipment and Services (the Contract) is entered into by and between Kitsap 911 (CENCOM) with its principal offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as “KITSAP” and Battery Power Solutions LLC d.b.a. Maicom LLC, having its principal offices at 95 Flagship Drive, Ste J, North Andover, MA 01845 hereafter referred to as “BPS”.

### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on 01/22/2024 and terminate on 01/21/2031. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of KITSAP.

### **SECTION 2. TERMS AND CONDITIONS**

The Terms and Conditions for the Contract are set forth in Exhibit 1, which is attached to the Contract and incorporated by this reference. Exhibit 1, Terms and Conditions, takes precedence over all other exhibits to this agreement.

### **SECTION 3. SYSTEMS DESCRIPTION**

The Systems Description for Task Order 1 is set forth in Exhibit 2, which is attached to the Contract and incorporated by this reference.

### **SECTION 4. SERVICES STATEMENT OF WORK (SOW)**

The Services Statement of Work (SOW) for Task Order 1 is set forth in Exhibit 3, which is attached to the Contract and incorporated by this reference.

In the event of conflicts between Exhibit 3 -SOW and Exhibit 4, - Responsibility Matrix, Exhibit 3 shall prevail within the Task Order.

### **SECTION 5. RESPONSIBILITY MATRIX**

The Responsibility Matrix for Task Order 1 is set forth in Exhibit 4, which is attached to the Contract and incorporated by this reference.

In the event of conflicts between Exhibit 4 - Responsibility Matrix and Exhibit 3 -SOW, Exhibit 3 shall prevail within the Task Order.

### **SECTION 6. WARRANTY AND ANNUAL MAINTENANCE**

The Warranty and Annual Maintenance section for each Task Order is set forth in Exhibit 5, which is attached to the Contract and incorporated by this reference.



## **SECTION 7. CONTRACT REPRESENTATIVES**

KITSAP and BPS will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

KITSAP Contract Representative

Richard Kirton  
Executive Director  
911 Carver St.  
Bremerton, WA 98312  
360-307-5800  
rkirton@kitsap911.org

BPS's Contract Representative

Tina McGraw  
209 Frontage Rd N, Ste A  
Pacific, WA 98047  
253-931-8222 Ext. 3009  
tmcgraw@maicomllc.com

## **SECTION 8. COMPENSATION AND PAYMENT MILESTONES**

- 8.1 A description of the compensation to be paid to BPS is set forth in the Task Order Statement of Work (SOW) Exhibit 3: Bill of Materials and Pricing Section, which is attached to the Task Order and incorporated by this reference.
- 8.2 The total amount payable under the Contract by KITSAP to BPS in no event will exceed \$659,798.79 including taxes.
- 8.3 The project payment milestone schedule will be included as part of each Task Order SOW
- 8.4 For each Task Order being provided under this Agreement, there needs to be corresponding Exhibits 2, 3, 4, & 5 outlining the Equipment, Services and Pricing to be provided for that Task Order. The Total of the Task Orders cannot exceed the overall value of this Agreement. Each set of Exhibits for each Task Order will need to be agreed to by both parties in writing in Attachment A to this Agreement. Task Orders can be added at any time during the duration of the Agreement.
- 8.5 Unless otherwise provided in the Contract, BPS may submit an invoice to KITSAP for work completed to date per the payment schedule. Subject to the other provisions of the Contract, KITSAP will pay such an invoice within 30 days of receiving it.
- 8.6 BPS will be paid only for work expressly authorized in the Task Orders.
- 8.7 BPS will not be entitled to payment for any work performed prior to the effective date of the Contract or after its termination unless a provision of the Contract expressly provides otherwise.

DATED this 22 day January, 2024.

**Battery Power Solutions LLC  
d.b.a. Maicom LLC**



James E Herwick  
(Print Name)

Federal Tax ID No: 82-3793113

DATED this 22 day Jan, 2024.

**KITSAP**



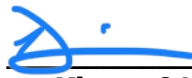
**Richard Kirton**  
Executive Director


**Attachment A**

**List of Agreed Task Orders for DC Power Equipment and Services**

**Descriptions of the Task Order and the Exhibits**

**Task Order #1 – DC Power Equipment and Services (12 Sites) Exhibits 2, 3, 4, & 5**

  
\_\_\_\_\_  
Kitsap 911                  Date

  
\_\_\_\_\_  
BPS                                  Date

01/22/24

**Task Order #2 – DC Power Equipment and Services (TBD Additional Sites)  
Exhibits 2A, 3A, 4A, & 5A**

\_\_\_\_\_  
Kitsap 911                  Date

\_\_\_\_\_  
BPS                                  Date

**Task Order #3 - DC Power Equipment and Services (TBD More Sites)  
Exhibits 2B, 3B, 4B, & 5B**

\_\_\_\_\_  
Kitsap 911                  Date

\_\_\_\_\_  
BPS                                  Date

**Summary of Total Contract Amount Over 7 Years**

Equipment and Materials with Freight	\$319,100.60
Services for Installation, Disposal, Training, etc.	\$ 188,979.74
Annual Maintenance for Years 1-7	\$ 82,200.00
Performance and Payment Bonds with Taxes	\$ 15,512.96
Taxes	\$ 54,005.49
<b>Grand Total Including Taxes</b>	<b>\$ 659,798.79</b>

## **EXHIBIT 1: CONTRACT TERMS AND CONDITIONS**

These Contract Conditions shall become part of the Contract Documents except as specifically stated otherwise and shall apply to the work of all parties engaged in the performance of the Contract.

### **1. DEFINITIONS**

#### **A. Consultant**

\*\*\*None currently designated\*\*\*

#### **B. Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements whether written or oral. The Contract may be amended or modified only by a written modification signed and dated by both parties. The Contract shall be construed to create a contractual relationship only between Kitsap 911 and BPS. The Contract consists of the Contract documents.

#### **C. Contractor and Contracting Party**

The term "Contractor" and "Contracting Party" means BPS or its authorized representative. BPS was selected to do the Work of the project Contract and is identified as such in the Contract.

#### **D. Contract Documents**

The Contract Documents consist of the Agreement between KITSAP and BPS, Instructions to Vendors, Request for Proposal ("RFP"), BPS's Response to Request for Proposal, Proposal Bond, Performance Bond, Payment Bond, General & Supplementary Conditions, Specifications, Diagrams, and Addenda as may be issued prior to execution of the Contract, plus other documents listed in the Agreement and Change Orders and Task Orders executed after execution of the Contract.

#### **E. Final Acceptance**

The event and date when KITSAP affirms that the Furnished System and services supplied by BPS has been designed, furnished, installed, tested, and is operational according to the RFP, specifications and Contract for the Task Order as outlined in its Exhibit 3 SOW.

#### **F. Furnished System**

The complete program of work and equipment described in the RFP and incorporated in this Contract.

#### **G. Modification**

A modification is a written amendment to the Contract signed by both parties or a Change Order.

#### **H. Owner**

The Owner is KITSAP. The term "Owner" also means KITSAP's authorized representative. The Owner is also referred to in these documents as "KITSAP" or "Cencom."

#### **I. Owner's Forces**

Those employees, agents, contractors, or others utilized by KITSAP to perform Work or provide services related to this Contract.

#### J. Project Manager & Designated Representative

The Project Manager and designated representative for KITSAP shall be identified prior to the Contract award.

#### K. Subcontractor

Any individual, firm, or corporation to whom BPS sublets any part of the Contract for supplying labor and/or materials.

#### L. Specifications

The Specifications are the portions of the Contract Documents, the RFP, and BPS's Response consisting of written requirements for materials, equipment, standards, performance, and workmanship for the Work and delivery of related services.

#### M. Task Order

A Task Order is a subset of Work under this Agreement with a separate set of exhibits for the Systems Description, Scope of Work, Responsibility Matrix, and Warranty and Annual Maintenance section for each Task Order as needed.

#### N. Work

Work means all labor, materials, transportation, expenses, freight, and such other costs necessary to complete the project or related drawings and specifications. The work is included in the Furnished System.

#### O. Written Notice or Order

A written notice or order shall be deemed to have been duly served on the date it is delivered in person to an individual or an officer of a corporation for whom it is intended, or on the date it is sent by certified mail to the last known business address of the addressee.

## 2. TITLES

Titles to divisions and paragraphs in these Contract Documents are used merely for convenience and shall not form a term or provision of the Contract. No responsibility, either direct or implied, is assumed by KITSAP for omissions or duplications by the BPS, due to real or alleged error in arrangement of materials in these Contract Documents.

## 3. INSURANCE

#### A. Insurance Term

BPS shall procure and maintain insurance, as required in this Part, without interruption from commencement of BPS's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

#### B. No Limitation

BPS's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of BPS to the coverage provided by such insurance, or otherwise limit KITSAP's recourse to any remedy available at law or in equity.

#### C. Minimum Scope of Insurance

BPS's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance to cover all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. KITSAP shall be named as an additional insured under BPS's Commercial General Liability insurance policy with respect to the work performed for KITSAP using ISO Additional Insured endorsement CG 20 26 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### **D. Minimum Amounts of Insurance**

BPS shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

#### **E. KITSAP Full Availability of BPS Limits**

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

#### **F. Other Insurance Provision**

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

#### **G. Acceptability of Insurers**

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

#### H. Verification of Coverage

BPS shall furnish KITSAP with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of BPS before commencement of the work. Upon request by KITSAP, BPS shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

#### I. Subcontractors' Insurance

BPS shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except BPS shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. BPS shall ensure that KITSAP is an additional insured party on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 26 for ongoing operations and CG 20 37 10 01 for completed operations.

#### J. Notice of Cancellation

BPS shall provide KITSAP and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

#### K. Failure to Maintain Insurance

Failure on the part of BPS to maintain the insurance as required shall constitute a material breach of contract, upon which KITSAP may, after giving five business days of notice to BPS to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to KITSAP on demand, or at the sole discretion of KITSAP, offset against funds due BPS from KITSAP.

#### L. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties as a result or alleged from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.



- 1 Minimum Amounts of Insurance
- 2 Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim, \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

#### **4. INDEMNIFICATION / HOLD HARMLESS; LIMITATION OF LIABILITY; DISCLAIMER**

BPS shall defend, indemnify, and hold KITSAP, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts in breach of this Contract, except for injuries and damages caused by the sole negligence of KITSAP.

However, should a court of competent jurisdiction determine that the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of BPS and KITSAP, its officers, officials, employees, and volunteers, BPS's liability hereunder shall be only to the extent of BPS's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes BPS's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Contract.

To the maximum extent permitted by applicable law, (i) except in the case of BPS's gross negligence or willful misconduct, in no event shall BPS have any liability for any consequential, indirect, incidental, punitive, exemplary, special or other pecuniary damages, including without limitation loss of revenue, profits, goodwill or data or costs to procure substitute goods or services, however caused, whether arising under statute, contract, tort (including negligence) or under any other theory of liability and even if advised of the possibility of same and even if such damages were reasonably foreseeable and (ii) except in the case of BPS's gross negligence or willful misconduct, BPS's total liability under this Agreement shall not exceed one times the total contracted amount actually paid to BPS under the Task Order under which the claim arose. The foregoing limitations are cumulative per Task Order and not per incident and apply even if the non-breaching party's remedies under this Agreement fail of their essential purpose.

#### **5. GOVERNMENTAL APPROVALS**

BPS acknowledges that various undertakings of KITSAP described in this Agreement may require approvals from the KITSAP Board and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. BPS further acknowledges that this Agreement is subject to appropriation of funds by the Kitsap 911 Board. KITSAP's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. KITSAP cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

## **6. STANDARD OF PERFORMANCE**

BPS agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. BPS agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

## **7. FULLY QUALIFIED**

BPS represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

## **8. SCOPE OF SERVICES**

BPS is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. BPS is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. KITSAP may from time to time request BPS to perform additional services which are not set forth in this Agreement. If such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

## **9. CHANGE OF SCOPE**

The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by BPS. Scope may not be fully defined during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change in the form of a mutual agreed to Change Order.

## **10. NON-DISCRIMINATION**

BPS agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, affectional preference, marital status, status with regard to public assistance, disability or age insofar as they relate to BPS's performance of the Contract. Such action shall include but not be limited to employment, promotion, demotion, transfer, advertising for employees, layoff, termination, rate of pay and other forms of compensation, selection for training, and apprenticeship.

It is unlawful and BPS agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

BPS shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision like the above paragraphs, together with a clause requiring such insertion in further subcontracts that may in turn be made.

## **11. INDEPENDENT CONTRACTORS**

The parties, their employees, agents, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed because of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

## **12. SUBCONTRACTORS**

### **A. Permission to Subcontract**

BPS shall not sublet any part of this Contract without the written consent of KITSAP. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement.

### **B. Responsibility of BPS**

BPS agrees that it is fully responsible to KITSAP for acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

### **C. Contractual Relationships**

Nothing contained in the Contract Documents shall create any Contractual relationship between any subcontractor and KITSAP nor any obligation on the part of KITSAP to pay, or to see to the payment of, any sums to any subcontractor.

### **D. Terms of Subcontracts**

BPS shall not write any subcontract at variance with the Contract Documents and the provisions of the Contract Documents shall be incorporated into any subcontract agreement.

## **13. ENTIRE AND SUPERSEDING AGREEMENT**

This Agreement, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions, and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of, granting approvals or conditions attendant with such approval, the specific action of KITSAP shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Contract Terms and Conditions, the Contract Terms and Conditions shall take precedence as outlined.

## **14. SEPARATE CONTRACTS**

#### **A. Rights Reserved**

KITSAP reserves the right to let other Contracts or issue purchase orders in connection with the Work and/or perform work with Owner's Forces. BPS shall afford other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work. BPS shall confer with all other contractors on the work to be done to ensure construction shall proceed in a manner to cause the least delay to all concerned and work of all other trades may be installed without conflict. All work shall be coordinated with KITSAP insofar as time of installation and covering up of work is concerned.

#### **B. Coordination of Work**

If any part of BPS's work depends, for proper execution or results, upon the work of any other contractor, BPS shall inspect and promptly report to KITSAP any defects in such work rendering it unsuitable for such proper execution and results. Failure to so inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for reception of the Work, except as to defects which may develop in the other contractor's work after execution of BPS's Work.

#### **C. Work By Owner's Forces**

Nothing in the Contract Documents shall preclude KITSAP's right to do work on the sites during the period the Contract is in effect. BPS shall not object to or impede KITSAP's access to the sites for the purpose of such work.

#### **D. Workday**

BPS shall perform work during a normal working day whenever possible. BPS and subcontractors shall confine their operations on the site to a normal working day beginning and ending at the same time whenever possible.

### **15. Assignment**

No party to the Contract shall assign the Contract or sublet it in whole or in part without written consent of the other party, nor shall BPS assign any monies due or to become due to it hereunder, without previous written consent of KITSAP.

### **16. CORRELATION AND INTENT OF DOCUMENTS**

#### **A. Complementary Documents**

Contract Documents are mutually complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for proper execution of the Work.

#### **B. Descriptive Terms**

Materials or work described in words which have a well-known technical or trade meaning shall be held to refer to such meaning.

### **17. ERRORS OR OMISSIONS**

#### A. Discovery

If BPS discovers any error or omission in the Contract diagrams or specifications or in the Work, it shall immediately notify KITSAP in writing who shall be permitted to make such corrections and interpretations as may be deemed necessary for fulfillment of the intent of the drawings and specifications. BPS shall not take advantage of any apparent error or omission in the drawings or specifications.

#### B. Priority of Instructions

In case of discrepancy, specifications shall govern over diagrams.

#### C. Knowledge of Error or Omission

If, knowing of an error or omission and prior to correction thereof, BPS proceeds with any work affected thereby, it shall do so at its own risk. Work so done shall not be considered as work done under the Contract unless and until approved and accepted.

#### D. Correction of Error or Omission

KITSAP will furnish additional instructions with reasonable promptness, by means of drawings, addendum, or other manner, necessary for proper execution of the Work. All such instructions shall be consistent with the Contract and reasonably inferable therefrom.

### **18. AUTHORITY OF KITSAP**

#### A. Amend Work

KITSAP shall have the right, as the work progresses, to alter the Specifications or Work subject to the limitations set forth in the Contract documents and subject to the parties' mutual agreement to and execution of a Change Order.

#### B. Suspend Work

KITSAP shall have authority to suspend BPS's operations, wholly or in part, for such period or periods of time as may be necessary because of unsuitable weather or site conditions or other conditions which KITSAP considers unfavorable for the performance of the Work, or because of non-completion of work being done under other contracts in the same or adjacent areas, or for such time as may be necessary because of failure of BPS to comply with provisions of this Contract. Such suspension of work will be in writing and will state the reason for such suspension, the effective date, and operations suspended. Any work done by BPS contrary to such suspension of work notice will be considered unauthorized work and as having been done at the sole cost and expense of BPS. A resumption of work notice will be issued by KITSAP in writing when, in KITSAP's opinion, conditions which justified the suspension no longer exist.

#### C. Other Authority

In addition to the above authority, KITSAP shall have such other rights and powers as are specified elsewhere in the Contract Documents. Decisions and determinations and the exercise of KITSAP's authority, where additional costs are involved, are subject to review by KITSAP and to KITSAP's approval before becoming effective.

### **19. DISPUTES**

The Contract shall be interpreted and construed in accordance with the laws of the State of Washington. Except as otherwise provided, any dispute concerning a question of fact arising under the Contract which is not resolved by agreement shall be decided by mediation. Pending final decision of a dispute hereunder, BPS shall proceed diligently with performance of the Contract in accordance with the Mediator's decision. Nothing in this section shall preclude appropriate legal remedies available to any party.

## **20. CLAIMS BY OTHER CONTRACTORS**

If, through acts of neglect on the part of BPS, any other contractor or subcontractor shall suffer loss or damage, BPS agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against KITSAP on account of any damage alleged to have been sustained, KITSAP shall notify BPS, who shall indemnify and hold harmless KITSAP against any such claim.

## **21. PATENTS, COPYRIGHTS, AND ROYALTIES**

### **A. Hold Harmless**

BPS shall hold harmless KITSAP and its officers, agents, servants, and employees from third party claims, demands or actions, including costs and attorney's fees, for, which allege infringement of a third party's intellectual property rights by any patented, copyrighted, or not patented/not copyrighted invention, process, computer program however accessed or used, article, or appliance manufactured or used in the performance of this Contract, including its use by KITSAP, unless otherwise specifically provided in the Contract Documents. With respect to third party products, BPS shall pass through to KITSAP any intellectual property rights indemnification received by the vendors of such products.

### **B. Fees**

License and/or royalty fees for the use of a process or copyright must be reasonable and paid to the holder of the patent or copyright, or its authorized licensee, directly by KITSAP and not through BPS except as provided otherwise in writing by KITSAP.

### **C. Agreements**

Without exception, the Contract price shall include all license and/or royalty fees or costs arising from the use of such design, device, program, or material in any way involved in the Work.

## **22. PERMITS, LICENSES, AND REGULATIONS**

### **A. KITSAP Furnished**

Permits and licenses, if any, for permanent changes in existing facilities will be secured and paid for by KITSAP, unless otherwise specified.

### **B. BPS Furnished**

BPS shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the conduct of the Work. Permits and licenses of a temporary nature necessary for performance of the Work shall be secured and paid for by BPS as appropriate.

## **23. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT**

## **REPORTING**

Sales tax payments, personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required because of BPS receiving payment under this Agreement shall be the sole responsibility of BPS.

## **24. SUPERINTENDENCY AND STAFFING**

### **A. Plans/Specifications on the Job Site**

BPS shall have a complete set of specifications available to all personnel working on the project at all times while work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract.

### **B. Project Manager**

Throughout the term of the Contract, BPS shall provide and always have a trained, experienced, and competent Project Manager in charge of the project who will personally be available at the site of the work on 24 hours' notice. The name and contact information of the Project Manager shall be promptly disclosed to KITSAP upon notice of pending Contract award. The Project Manager may be either BPS itself or a responsible employee who has been authorized to act on BPS's behalf. This individual shall be fully authorized to conduct business with subcontractors; to execute orders and directions of KITSAP without delay; and to promptly supply materials, tools, labor, and incidentals necessary for performance of the Work.

### **C. Services**

BPS agrees the Project Manager shall perform regular and significant services hereunder throughout the term of the Contract. This person shall also render significant services with respect to obligations of BPS to be fulfilled subsequent to acceptance of the Work by KITSAP, unless said person is no longer in the employ of BPS or a disability due to mental or physical illness or accident or any reason outside reasonable control of BPS precludes the Project Manager from rendering services for a period of eight consecutive days, or KITSAP consents in writing to the Project Manager performing less or no services under the Contract.

### **D. Job Foreman**

At all times while work is actually being performed at the work sites, BPS shall have at the site of the work a competent individual who is authorized and fully capable of managing, directing, and coordinating the work; who is thoroughly experienced in the type of work being performed; who is capable of reading and thoroughly understanding the specifications, contract, and related documents; and who is authorized to receive instructions from KITSAP and its representatives. If this individual is an employee of someone other than BPS, the individual shall have written authorization from BPS to act in a supervisory capacity. This individual and the superintendent having overall responsibility for proper execution of the Contract may be one and the same person so long as this individual is constantly available in person at the work site and is fully qualified in all other respects.

### **E. Adequate Staff**

BPS shall engage such persons as may be required to fulfill BPS's obligations herein. BPS hereby agrees that all individuals working under this Contract shall be properly trained, qualified, and competent to perform tasks assigned to them. BPS also agrees to background checks of persons working on KITSAP equipment. Background checks will be performed at KITSAP's expense. BPS may replace any and all persons not specifically named above provided

any such substitute person possesses the training and qualifications above specified. BPS shall replace with an expeditious and good faith effort, any and all of the persons performing services hereunder when requested by KITSAP whenever KITSAP deems the same to be in its best interest. Any such substitute person shall commence his/her responsibilities hereunder no later than fifteen days after receipt of KITSAP's replacement request. When requested by KITSAP, BPS shall forthwith furnish résumé, statement of qualifications, and other information to permit a proper review of qualifications of any substitute person.

## **25. INSPECTION OF WORK**

KITSAP shall always have access to the work whenever it is in preparation or progress. BPS shall provide proper facilities for such access and inspection. BPS shall give KITSAP, and/or anyone designated by KITSAP, ample notice of readiness for inspection of any work ordinarily requiring inspection.

## **26. PROTECTION OF WORK AND PROPERTY**

### **A. Safety**

Unless specifically included as a service to be provided under this Agreement, KITSAP specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property. BPS shall be responsible for following all safety regulations per state and federal guidelines and to create and maintain a safe working environment.

### **B. Adequacy**

BPS shall continuously maintain adequate protection of all the work from damage and shall protect KITSAP's property from injury or loss arising from the work. BPS shall adequately protect adjacent property as provided by law and the Contract Documents. BPS shall make good any damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of KITSAP. The unscheduled or uncoordinated disruption of communications systems, circuits, equipment, or processes shall be considered a prima facie breach of this contract.

### **C. Emergencies**

In an emergency affecting safety of life or damage to property, BPS, without special instructions or authorization from KITSAP, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and shall so act, if so instructed or authorized by KITSAP. Any compensation claimed by BPS on account of emergency work shall be determined by the agreement between KITSAP and BPS.

## **27. MATERIALS AND WORKMANSHIP**

### **A. Quality**

Unless otherwise specified, all, equipment, materials, and articles incorporated into the Work covered by the Contract shall be new and of the best grade of their respective kinds for the purpose. BPS shall, if required, furnish evidence as to the kind and quality of materials proposed to be incorporated into the work. BPS shall furnish to KITSAP for its approval the name of the manufacturer of equipment which it contemplates installing, together with their performance capacities and other pertinent information.

### **B. Assumed Standards**



If not otherwise provided, materials or work called for in the Contract shall be furnished and performed in accordance with established practice and standards recognized by Communications Engineers and the trade.

### C. Product Information

When required by the Contract or called for by KITSAP, BPS shall furnish KITSAP for approval full information concerning materials or articles which it contemplates incorporating into the work. Samples of materials shall be submitted for approval when so directed. Equipment, materials, and articles installed or used without approval shall be done so at BPS's risk and if subsequently rejected will be at no cost to KITSAP.

## **28. OR EQUAL CLAUSE, SPECIFIED EQUIPMENT**

### A. Equality

Where specific material or equipment is named in the specifications and includes the words "or approved equal", it is understood that other makes of equal size, quality, and performance will be accepted, if approved as equal by KITSAP in writing. Requests for such approval must be made to KITSAP prior to the purchase of equal specific material or equipment with sufficient time for KITSAP to review the submission, research the proposed material or equipment, and provide a written response. Approval of material or equipment as equal to that specified will be made in writing in the form of an addendum issued by KITSAP. The design and any alternate design shall be based on materials only as specified or approved. Where material or equipment is specified and states "or equal", it shall be understood other makes of equal size, quality, and performance will be accepted without prior specific approval.

### B. Proprietary Specifications

The specifications do not include any proprietary items, components, circuits, or devices which would preclude any manufacturer from producing equipment to meet the specifications. All tolerances, ratings, or other technically specified criteria contained within the Specifications are considered to be the state of the electronic art and are being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to adjudge these Specifications restrictive. Should any of the above criteria not be met within the Specifications as to cause a portion of the Specifications to be proprietary, KITSAP shall be advised immediately.

## **29. CHANGE ORDERS TO THE CONTRACT**

### A. Changes

KITSAP, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from, the Work within the general scope of the Contract through a Change Order. The Contract price shall be adjusted accordingly. All such work shall be executed under conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. No changes in the Work covered in the Contract Documents shall be made by either party without the mutual written consent of the other party.

### B. Procedure

BPS will prepare all Change Orders for review by KITSAP. KITSAP will review and approve, return with requested changes, or disapprove a Change Order. No work involving the change shall be done by BPS until a copy of the approved Change Order has been received by BPS. Verbal Change Orders may be authorized by KITSAP only where loss of life or property or interruption of service appear imminent. Such changes shall be reduced to writing by BPS within a reasonable length of time in accordance with procedures herein stated.

### C. Basis for Change

Change Orders will be issued for any change in the Contract price, materials used, manner of construction, quantities, or change in completion time. Change in amount of the Contract price will be determined by either of the following:

1. Unit prices previously approved. This option shall remain available to KITSAP through the date of final acceptance of the work and for up to two years after the date of final acceptance (Less any one-time discounts offered unless outlined as part of the unit pricing).
2. An agreed lump sum with details to support the requested change in Contract price.

### D. Communication

BPS's superintendent shall communicate changes in the Contract to all other trades involved with the work.

### E. Minor Changes

Minor changes and/or adjustments as may be authorized by KITSAP involving no change in the Contract price shall be verified by a no-cost Change Order signed by BPS.

### F. Price List

BPS shall submit an itemized price list after Contract award for all items awarded. Where an item consists of several product items, unit prices shown on the list shall total the cost of the item unit cost. This price sheet will be used as the basis for costing Change Orders and increasing or decreasing quantities in the future at KITSAP's sole option.

## **30. CLAIMS FOR EXTRA COST**

If BPS claims that any instructions issued after opening of its proposal involve extra cost not provided for under the Contract, it shall give KITSAP written notice thereof within a reasonable time after receipt of such instructions, and in any event before proceeding with the Work, except in an emergency endangering life or property or interrupting service. Such claims shall be reviewed by KITSAP and may be negotiated with BPS.

## **31. CONTRACT EXPANSION or AMENDMENT**

This Agreement and any Task Order shall be amended only by formal written supplementary amendment or a Change Order. No oral amendment of this Agreement or any Task Order shall be given any effect. All amendments to this Agreement, including any Task Orders and Change Orders, shall be in writing executed by both parties.

## **32. APPLICATION FOR PAYMENTS**

Applications for payment shall be made in the form required by KITSAP. BPS shall submit concurrently to KITSAP, not more than one application for payment each month and, if required, receipts or other vouchers showing its payments for material and labor, including payments to subcontractors. The application together with a copy of BPS's monthly payment estimate shall be presented to KITSAP for processing, approval, and payment.

In applying for payment, BPS shall submit its applications for payment based upon the approved schedule of work, itemized in such form, and supported by such evidence, as will show its right to the payment claimed.

## **33. PAYMENTS TO BPS**

BPS will be compensated by KITSAP for the services and equipment provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to BPS for services rendered under this Agreement will be based on invoices submitted monthly by BPS to KITSAP.

Milestone Payments will be made according to the payment schedule outlined in the Task Order Statement of Work (SOW) in Exhibit 3.

BPS will invoice KITSAP no more than once a month for any milestones completed in the previous month.

All Work covered by a milestone payment shall become the sole property of KITSAP, but this provision shall not be construed as relieving BPS from reasonable responsibility for the care and protection of Work installed by, or to be installed by BPS, upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of KITSAP to require fulfillment of all terms of the Contract.

## **34. PAYMENTS BY BPS**

BPS shall promptly pay for transportation (i.e., freight and shipping), expendable material, tools, other equipment, and other services so as not to incur any late payment penalties. KITSAP is not responsible for any late payments incurred by BPS related to the project.

## **35. PAYMENTS WITHHELD BY KITSAP**

Subject to state law, KITSAP may withhold issuance of approval of any application for payment to the extent necessary to protect KITSAP from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating a probability that a claim will be filed.
- Failure of BPS to make prompt payment to Subcontractors for material and labor.
- Reasonable doubt that BPS can be completed for the balance then unpaid.
- Damage to another contractor.
- Failure to carry out the Contract in any other respect.

When the reason(s) for withholding payment are satisfied, a payment request certificate will be issued for the amount previously withheld.

## **36. KITSAP'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

KITSAP shall comply with applicable law in the payment of all bills arising from this Contract. BPS agrees to pay each and all its Subcontractors pursuant to applicable law. BPS agrees that it will indemnify and save KITSAP harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all suppliers, incurred in furtherance of the Contract.

BPS shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

If BPS fails to do so, then KITSAP may, after having served written notice on BPS, either pay directly unpaid bills of which KITSAP has written notice, or withhold from BPS's unpaid balance a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to BPS shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon KITSAP to either BPS or his Surety. Any payment so made by KITSAP shall be considered as payment made under the Contract by KITSAP to BPS. KITSAP shall not be liable to BPS for any such payment made in good faith.

## **37. PRICE STABILITY & ADDITIONAL QUANTITIES**

The quantities specified are estimates for this project contemplated for immediate purchase subject to completed detailed design review. In the event additional proposed equipment is required or requested by KITSAP, BPS shall agree to provide that equipment and associated services at the unit price contained in the contract for a period of two years after Notice to Proceed. BPS shall further ensure that proposed equipment shall be available for a period of five (5) years after Notice to Proceed, either identical to that provided, or functionally and operationally compatible and meeting or exceeding the specifications of the equipment provided.

It may be in the best interest of KITSAP and other governmental agencies within the county to purchase other communication solutions from BPS that may be related to the P25 Radio System Replacement Project. Governmental agencies within Kitsap County or any neighboring county, including each municipality, may, at their option, purchase public safety solutions from BPS under this Contract at any regional or national published discounted rate.

## **38. SCHEDULE OF WORK.**

### **A. Reports**

Within 15 days of receipt of Notice to Proceed, BPS shall conduct a project kickoff meeting. During the kickoff meeting, BPS and KITSAP will mutually agree to a day of the month as the monthly due date for the monthly project report including an up to date project schedule furnished by BPS to KITSAP for accomplishment of the Work. The schedule shall be revised and published periodically, and whenever deviations occur, until the Work is substantially complete. The schedule shall include a forecast of timing of principal events from date of publication to conclusion of the Contract; summary of work then in progress and planned for the next 30 days; work behind schedule and what is being done to regain lost time; and summary of other problems which may affect the work. The report shall be furnished to KITSAP who shall rely upon the information to coordinate activities of other contracts and contractors associated with the Work.

## **B. Coordination with Others**

BPS shall schedule Work so as not to interrupt the daily routine of other functions at the work site and shall coordinate with KITSAP and others. During transition from existing communications system to the Furnished System, it is important that no unscheduled interruption occur in the ability of any user to use the system. To this end BPS will be required to work closely with KITSAP to schedule work to avoid disruption to communications activity. It may be necessary to make temporary connections to new or old equipment to meet this objective and work outside normal working hours. It is expressly understood that all costs required for such situations is to be included in the Contract price. No claim for extra payment will be considered except as provided in the Contract Documents.

## **C. On-Time Performance**

BPS shall furnish sufficient forces and equipment and, notwithstanding other provisions, shall work such hours, including night shifts, overtime operations, Sundays and holidays, as may be necessary to ensure the performance of the Work in accordance with the approved progress schedule. If, in the opinion of KITSAP, BPS falls behind the progress schedule, BPS shall take such steps as may be necessary to come back on schedule. KITSAP may require BPS to increase the number of shifts and/or overtime operations, and/or days of work, all without additional cost to KITSAP.

## **39. TIME COMPUTATION**

Any period described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

## **40. DELAYS**

If performance of either party's obligations is delayed through no fault of that party by mutual agreement, that party shall be entitled to an extension of time equal to the delay. The delayed party shall provide notification with explanation to the other party within 10 business days of the incident.

## **41. CUTTING, PATCHING & INTEGRATION**

BPS shall do all cutting, fitting, splicing, patching and integration that may be required to make the several parts fit together or to receive work of other contractors shown upon, or reasonably implied by the Specifications.

## **42. USE OF KITSAP 911 PROPERTY**

Any property belonging to KITSAP being provided for use by BPS shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement. The property shall be returned to KITSAP in the same condition as it was furnished to BPS, normal wear and tear excepted.

## **43. TESTING OF EQUIPMENT AND FACILITIES**

### **A. Access**

If and to the extent outlined in the Task Order Statement of Work (SOW) in Exhibit 3, KITSAP shall always be permitted access to the Work to make inspections and tests of materials and equipment. BPS shall assist KITSAP to perform all necessary operations and quality tests on the work sites. BPS will not be required to furnish personnel for tests conducted off the work sites.

### **B. Notice**

If the Specifications, KITSAP's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, BPS shall give KITSAP timely notice of its readiness for inspection, and if the inspection is to be done by someone other than KITSAP, the date for such inspection. Inspection by KITSAP will be promptly made in accordance with the Task Order Statement of Work (SOW) in Exhibit 3. If any Work is covered without approval of KITSAP, it must, if required by KITSAP, be uncovered for examination at BPS's expense.

### **C. Re-Testing**

If and to the extent outlined in the Task Order Statement of Work (SOW) in Exhibit 3, Re-examination of questioned Work may be ordered by KITSAP, and if so ordered, it must be uncovered by BPS. If such Work is found to conform to Specifications, KITSAP will pay the cost of reexamination and replacement. If such Work is found not to conform to Specifications, BPS shall pay such cost, unless BPS can show that the defect was caused by KITSAP or a KITSAP contractor.

### **D. Final Inspection**

If and to the extent outlined in the Task Order Statement of Work (SOW) in Exhibit 3, BPS shall make all tests, inspections, and checks necessary to make the Work ready for regular service. When, in its opinion, all work required by the Contract has been completed, BPS shall notify KITSAP and request a date for final inspection of the Work, including any test of operation or correct installation which may be appropriate. BPS shall have on-hand at the installation site adequate test equipment to properly evaluate system operation. In presence of KITSAP, BPS shall conduct complete functional performance tests of the Work to demonstrate it meets the Specifications as outlined in the Task Order Statement of Work (SOW) in Exhibit 3.

### **E. Final Payment**

If KITSAP finds the Work conforms to the Specifications agreed to in the Task Order, KITSAP will promptly issue a certificate of Acceptance stating that on the basis of KITSAP's testing and inspections, the Work has been completed in accordance with the Specifications of the Task Order and that the entire balance due to BPS. The final certificate shall not operate to release BPS from any obligation under the Task Order or from any legal responsibilities, guarantees, warranties, or maintenance duties required by the Task Order.

## **44. NON-COMPLIANCE**

Acceptance of the Work shall not release BPS from completing or correcting through the guarantee period any faulty, incomplete, or incorrect Work discovered after acceptance under the Task Order Warranty and Annual Maintenance Section in Exhibit 5.

## **45. KITSAP'S RIGHT TO DO WORK OR TERMINATE CONTRACT**

### **A. Termination for Cause**

If, through any cause, BPS shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if BPS shall violate any of the covenants, agreements, or stipulations of this Agreement, KITSAP shall thereupon have the right to terminate this Agreement by giving written notice to BPS of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination, if BPS fails to cure such failure or breach within 30 days from receipt of written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material related to the services performed by BPS under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of KITSAP become the property of KITSAP. Notwithstanding the foregoing, BPS shall not be relieved of liability to KITSAP for damages sustained by KITSAP by virtue of this Agreement by BPS, and KITSAP may withhold any payments to BPS for the purpose of setoff until such time as the exact amount of damages due to KITSAP from BPS is determined.

### **B. Termination for Convenience**

KITSAP may terminate this Agreement at any time and for any reason by giving written notice to BPS of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by KITSAP pursuant to this provision, BPS shall be paid an amount which is the same ratio to the total compensation as the services actually and satisfactorily performed for the total services of BPS covered by this Agreement, as well as payment for any loss sustained upon any plant or materials, cost incurred, payment for product ship, restocking fees, and reasonable profit less payments for such services as were previously made. The value of the Work rendered and delivered by BPS shall be mutually determined by KITSAP and BPS.

### **C. BPS Default**

If BPS should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or it should persistently or repeatedly refuse or fail to supply properly skilled workers or proper materials in the judgment of KITSAP, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of KITSAP or otherwise be responsible for a substantial violation of any provisions of the Contract, then KITSAP, upon written certificate of KITSAP that sufficient cause exists to justify such action may declare BPS in default, and without prejudice to any other rights or remedies, and after giving BPS and sureties twenty-one (21) days' notice in writing, terminate the Contract and take possession of the work sites and of all materials, tools, appliances, and equipment thereon. In such a case, BPS shall not receive any further payment.

### **D. Contract Violations**

In the event that any of the provisions of the Contract are violated by BPS, or by any of its subcontractors, KITSAP may serve written notice upon BPS and its surety of its intention to terminate the Contract and, unless within thirty (30) days after the serving of such notice upon BPS, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon expiration of said thirty (30) days, cease and terminate.

## **46. BPS'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

### **A. Termination for Cause**

If, through any cause, KITSAP shall fail to fulfill in a timely and proper manner its obligations under this Agreement, including without limitation its payment obligations, or if KITSAP shall violate any of the covenants, agreements, or stipulations of this Agreement, BPS shall thereupon have the right to terminate this Agreement by giving written notice to KITSAP of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination if KITSAP fails to cure such material failure or material breach within 30 days from receipt of written notice. Upon any such termination, KITSAP shall make payment to BPS for all work executed.

### **B. Grounds For Stopping Work**

If the Work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of BPS or of anyone employed by it, or if KITSAP's designated representative should fail to issue any certificate for payment within seven days after it is due, or if KITSAP should fail to pay BPS within thirty days of the issuance of a certificate for payment any sum certified by KITSAP, then BPS may, upon seven days written notice to KITSAP, the default not having been corrected within that period, stop work or terminate the Contract and recover from KITSAP payment for all work executed and any loss sustained upon any plant or materials cost incurred, payment for product ship, restocking fees, and reasonable profit.

### **C. Exception**

Work which has been suspended, wholly or in part, by KITSAP in accordance with the part of this contract – Authority of KITSAP – or certificates for payment withheld by KITSAP, shall not constitute grounds for termination of the Contract.

## **47. POSSESSION PRIOR TO COMPLETION**

KITSAP shall have the right to take possession of or use any completed or partially completed part of the Work as agreed to by BPS. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. If such prior possession or use by KITSAP delays progress of the Work or causes additional expense to BPS, an equitable adjustment in the Contract price and/or time of completion will be made, and the Contract shall be amended in writing.

## **48. TIME FOR COMPLETION OF WORK**

### **A. Agreement**

It is hereby understood and mutually agreed by and between BPS and KITSAP that the date of beginning, rate of progress, and time for completion of the Work to be done are essential conditions of the Contract; and it is further mutually understood and agreed that work embraced in the Contract shall be commenced within ten calendar days after date of issuance of Notice to Proceed. BPS agrees the work must be performed regularly, diligently, and at such rate of progress as will assure completion of the Work by the date designated for completion.

### **B. Extension of Time**

Date of Contract completion as described in Project Description will only be extended by KITSAP for delays beyond the control and without the fault or negligence of BPS, such as acts of God, acts of the public enemy, acts of a governmental entity, acts of KITSAP, its agents or



employees, fire, strikes, floods, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather.

## **49. EXAMINATION OF THE SITES**

BPS shall revisit the work sites after notice to proceed and carefully examine same to become familiar with existing conditions; no claims for will be allowed for work which should have been foreseen by BPS and included in its proposal. For any deficiencies or work that needs to be completed by KITSAP for those areas they are required for as outlined in the agreement, BPS will provide such information as part of the installation Details outlined in Section 50.

## **50. LAYING OUT WORK**

### **A. Installation Details**

BPS shall lay out work from information given in these Specifications and agreed to by the Contract. Before ordering any material or doing any work, BPS shall confirm space availability, space required, tower strength and capacity, cable lengths, signal interfaces, software interfaces, and confirm with KITSAP the details of the project to include verification of how continuity of service will be preserved. BPS alone shall be responsible for such information. The party responsible for providing the work, BPS is confirming, is outlined in the Task Order Exhibit 3 SOW.

### **B. Extra Charges**

No extra charge or compensation will be allowed on account of differences between actual conditions and the Specifications without written approval of KITSAP. Any differences between these Specifications and actual conditions shall be submitted to KITSAP for consideration before proceeding with the Work.

### **C. Work by Others**

Before starting any operation, BPS shall examine existing work and facilities, including work performed by others, to which its furnished system or related work adjoins or is applied and shall report to KITSAP any conditions that will prevent satisfactory accomplishment of the Contract. Failure to notify KITSAP of deficiencies or faults in other work shall constitute acceptance thereof and waiver of any claim of its unsuitability.

## **51. NEW MODELS**

Equipment supplied shall be new and of the latest design presently in production for models furnished by the manufacturer. If construction of any equipment proposed has commenced during six months preceding the contract award, BPS may be required to supply information concerning quantities produced to date, field performance reports, repairs required, and specific customers supplied. KITSAP reserves the right to require BPS to furnish samples for approval of such equipment at BPS's sole cost and expense before making an award or, upon mutual agreement with KITSAP, to permit KITSAP to inspect an installation(s) which is in-service and operating which uses equipment comparable to that proposed.

## **52. STANDARDS**

All equipment shall be designed, built, and tested to comply with recognized standards as appropriate which are established by:

- a) American Standards Association (ASA)
- b) American Society of Testing and Materials (ASTM)

- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) National Electrical Manufacturers Association (NEMA)
- e) National Fire Protection Association (NFPA)
- f) Telecommunications Industry Association-Electronic Industries Association (TIA-EIA)
- g) Federal Communications Commission (FCC)
- h) Bellcore & Telcordia
- i) Motorola R56 or Harris Standards and Guidelines for Communications Sites Grounding

Where minimum standards of performance criteria are set forth, no compromise of these standards or performance criteria will be considered. Where specific standards are not mentioned, BPS shall incorporate equipment and methods consistent with reliability and performance elsewhere specified. FCC approval, where required, shall be in-hand before submitting a proposal.

### **53. STORAGE OF MATERIALS**

BPS shall provide storage of materials and equipment not yet incorporated into the Work. Responsibility for protection and risk of loss for all items shall rest with BPS until it is incorporated into the Work. KITSAP will cooperate with BPS to identify local storage facilities at no cost to BPS – to the extent they may be available – provided KITSAP is held harmless for all risk of damage and loss. KITSAP does not make any assertions as to whether facilities may be available, nor the cost.

### **54. DELIVERY OF MATERIALS AND EQUIPMENT**

Delivery of all materials and equipment shall be governed by the following procedures. No deviation will be permitted without specific written authorization by KITSAP.

- A. Unloading Trucks – Delivery from vehicles to inside the storage facility is required under this Contract. KITSAP will not provide personnel or equipment to unload delivery vehicles at any location. BPS is wholly responsible to make arrangements with carriers in advance to unload their trucks. Shipments will be refused which require attention of KITSAP personnel at inconvenient times, of which KITSAP shall be the sole judge. KITSAP will not accept COD shipments.
- B. Public Areas - No material shall be delivered to, or transported through, any public area without verbal approval of KITSAP. Any material transported through public areas or stairways shall be moved on rubber-tired trucks, protective cloths, etc. to protect existing floors, walls and doors. Any damage resulting from movement of materials or equipment shall be repaired by BPS at no cost to KITSAP.

### **55. SIGNS**

No signs, billboards, or other advertisements shall be erected on the premises by BPS or Subcontractors. BPS shall furnish and maintain all temporary safety and warning signs required for prosecution of the work.

### **56. CONTINUITY OF SERVICE**

BPS shall cooperate with KITSAP to minimize interruptions to existing communications systems, technologies, circuits, or facilities. Where needed, temporary equipment or circuits shall be arranged by BPS, with cost of such to be paid by KITSAP, provided that these costs have been identified, in writing and included in the Contract. BPS, at its sole cost and expense, shall maintain continuity of KITSAP's telephone and Internet service to facilitate set-up, testing, or other Contract activities. In no event shall

communications be interrupted without prior coordination with and approval from KITSAP. BPS shall maintain a continuous voice link with KITSAP when any existing communication path is interrupted and be prepared to immediately return it to service if required by KITSAP.

## **57. BENEFICIAL USE OF EQUIPMENT**

BPS shall make no claim against KITSAP concerning beneficial use of new equipment before final acceptance is requested. KITSAP will not consider any claim which requires radio communication to not be made operational to avoid "beneficial use" or acceptance.

## **58. OSHA and WASHINGTON L&I**

BPS shall observe, comply with, and enforce upon subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended and the Washington State Department of Labor & Industries, and shall be subject to required submissions and inspections by authorized officials for compliance.

## **59. GOVERNING LAW**

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Kitsap County, Washington. Each party waives its right to challenge venue.

## **60. JURY TRIAL WAIVER**

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of the right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

## **61. NOTICES**

- A. Any notice, demand, certificate, or other communication under this Agreement shall be given in writing and deemed effective: i. When personally delivered; or ii. Three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or iii. One (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

Kitsap 911  
Attention Executive Director  
911 Carver Street  
Bremerton, WA 98312-4300

BPS  
Attention Tina McGraw  
201 Frontage Rd N, Ste A  
Pacific, WA 98047

The BPS representative for notices will forward all notices internally to its legal department in West Bridgewater Massachusetts.

- B. As soon as possible, and in any event within a reasonable period after the occurrence of any default, BPS shall notify KITSAP in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken with respect thereto.

- C. Promptly notify KITSAP of the commencement of any litigation or administrative

proceedings that would cause any representation and warranty of BPS contained in this Agreement to be untrue.

D. Notify KITSAP, and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state, local or Tribal government agency or regulatory body, asserting or alleging a circumstance or condition that requires, or may require, a financial contribution by BPS or any guarantor of a violation, investigation, clean-up, removal, remedial action or other response by or on the part of BPS or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against BPS or any guarantor.

## **62. SEVERABILITY**

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

## **63. ASSIGNMENT, SUBLET, AND TRANSFER**

BPS shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of KITSAP. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. BPS shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

## **64. NO WAIVER**

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

## **65. INCORPORATION OF PROCEEDINGS AND EXHIBITS**

All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by KITSAP, including but not limited to adopted or approved plans or specifications on file with KITSAP, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of BPS whether or not herein enumerated.

## **66. CONSTRUCTION**

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

## **67. NO THIRD-PARTY BENEFICIARY**

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

## **68. CONFLICTS OF INTEREST**

BPS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. BPS further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of BPS or its employees must be disclosed to KITSAP.

## **69. ACCESS TO RECORDS**

BPS, at its sole expense, shall maintain books, records, documents, and other information pertinent to this Agreement in accordance with accepted applicable professional practices. KITSAP, or any of its duly authorized representatives, shall have access, at no cost to KITSAP, to such books, records, documents, papers, or any records, including in electronic format, of BPS which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.

## **70. PUBLIC RECORDS LAW**

BPS understands and acknowledges that KITSAP is subject to the Public Records Act of the State of Washington. As such, BPS agrees to retain all records as defined by Washington RCW 42.56 applicable to this Agreement for a period of not less than what is required by the Code.

BPS agrees to assist KITSAP in complying with any public records request that KITSAP receives pertaining to this Agreement. Additionally, BPS agrees to indemnify and hold harmless KITSAP, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from BPS's actions or omissions which contribute to KITSAP's inability to comply with the Public Records Act. Should BPS decide not to retain its records for the period required by RCW 42.56, then it shall provide written notice and the records to KITSAP whereupon KITSAP shall take custody of BPS's records. This provision shall survive the termination of this Agreement.

## **71. FORCE MAJEURE**

Both Parties shall not be responsible to other for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

## **72. GOOD STANDING**

BPS affirms that it is qualified, duly formed, validly existing and in good standing under the laws of the state of its incorporation and other jurisdictions in which it has foreign qualified, including the State of Washington, and has the power, financial resources, and all necessary licenses, approvals, permits and

franchises to own its assets and properties and to carry on its business.

### **73. AUTHORITY**

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

### **74. EXECUTION OF AGREEMENT**

BPS shall sign and execute this Agreement on or before thirty (30) days after its approval by KITSAP, and BPSs failure to do so will render the approval of the Agreement by KITSAP null and void unless otherwise authorized.

### **75. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

### **76. SURVIVAL**

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## **TASK ORDER #1 FOR KITSAP 911 DC POWER EQUIPMENT AND SERVICES**

This Task Order is issued as part of the Contract for DC Power Equipment and Services and agreed to by and between Kitsap 911 (CENCOM) hereafter referred to as “KITSAP” and Battery Power Solutions LLC d.b.a. Maicom LLC, hereafter referred to as “BPS.”

As per the Contract, this Task Order includes the following four exhibits; Exhibit 2 - System Description, Exhibit 3 - Services Statement of Work, Exhibit 4 - Responsibility Matrix and Exhibit 5 - Warranty and Annual Maintenance.

This Task Order is included as part of the initial contract document, so no other authorization is needed.

# Exhibit 2

## Task Order 1 DC Power Equipment Systems Description Kitsap 911 DC Power Systems

Version 1



## **1. SYSTEMS DESCRIPTION**

BPS will install replacement DC Power Systems to provide critical power to the 911 dispatch and call taking center and radio sites for Kitsap County Washington. DC Power Systems equipment and services described in this contract will be used to support critical public safety dispatching and coordination between various law enforcement, fire, rescue/emergency medical service agencies and/or departments operating within Kitsap County.

The DC Power Systems are located at 12 sites including ten sites in Kitsap County with one site in Pierce County and one site in Jefferson County. Eleven of the sites will receive Eltek Unity power systems. Cencom requires a larger capacity DC power system and will receive an Eltek Modular HE power system. Batteries will be replaced at Gold Mountain and a new, larger capacity battery system will be installed at Cencom.

Figure 2-1 shows the DC Power Systems Summary drawing from the published Detailed Design Drawing Package from the RFP.

## DC POWER SYSTEMS SUMMARY<sup>1</sup>

Abbreviation Site Name Address	RECTIFIER SYSTEM AC INPUT VOLTAGE DC OUTPUT VOLTAGE RECTIFIER MODULES DC DISTRIBUTION	BATTERY SYSTEM MODEL NUMBER DC VOLTAGE AMPACITY STRINGS, TOTAL JARS
CC KITSAP 911 (a.k.a. CENCOM) 911 Carver Street Bremerton, WA Kitsap County	<b>ELTEK MODULAR HE 15U</b> 120/208, 277/480 VAC 3φ -48 VDC 15) 3KW MODULES NEW DC DISTRIBUTION	<b>ENERSYS (NEW)</b> DDM P125-33 -48 VDC 2000 AH 2 STRINGS, 48 JARS
E30 East 30 <sup>th</sup> 3027 Olympus Drive Bremerton, WA 98310 Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
GM Gold Mountain 1686 Minard Road West Bremerton, WA Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 8) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (REPLACE)</b> DDM P125-27 -48 VDC 1625 AH 2 STRINGS, 48 JARS
HR Hansville Road 31821 Hansville Rd NE Hansville, WA 98340 Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
LH Lincoln Hill 20230 Pugh Road NE Poulsbo, WA Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
MO Mandus Olson 10590 Mandus-Olson Road NE (East of Mandus Olson Road NE, South of NE Koura Road) Bainbridge Island, WA Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS

Abbreviation Site Name Address	RECTIFIER SYSTEM AC INPUT VOLTAGE DC OUTPUT VOLTAGE RECTIFIER MODULES DC DISTRIBUTION	BATTERY SYSTEM MODEL NUMBER DC VOLTAGE AMPACITY STRINGS, TOTAL JARS
NH Newberry Hill 8115 Dickey Road Silverdale, WA Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
OH Orchard Heights 1826 Fircrest Drive SE Port Orchard, WA Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
PU Purdy Purdy Transfer Station 14515 54th Avenue N.W. Purdy, WA Pierce County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-15 -48 VDC 595 AH 1 STRING, 24 JARS
SP Simon Point 2400 Tahuyeh Lake Rd NW Bremerton, WA 98312 Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
SU Suquamish 22063 Dewberry Rd NE Indianola, WA 98342 Kitsap County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS
TL Teal Lake 1057 Teal Lake Road Port Ludlow, WA Jefferson County	<b>ELTEK UNITY</b> 120/240 VAC 1φ -48 VDC 4) 2KW MODULES EXISTING DC DISTRIBUTION	<b>ENERSYS (EXISTING)</b> DDM 85-13 -48 VDC 510 AH 1 STRING, 24 JARS

<sup>1</sup>A New Site design for future sites is also included in the drawing package. A new rectifier system, battery system, and fused battery disconnect switch will be required for new sites.


	KITSAP 911	KITSAP 911 911 CARVER ST. BREMERTON, WA 98312 360 357-5800		KITSAP 911 – CENCOM DC POWER SYSTEMS REPLACEMENTS					
	WWW.KITSAPEL11.ORG			DC POWER SYSTEMS SUMMARY					
DATE	7-AUG-2023	DWG#	K911-DC-10000	SHEET	2 OF 64	SIZE	FINAL	-	-
PREPARED BY	R. SCOTT PEABODY	SCALE	NONE						

Figure 2-1: DC Power Systems Summary

The Bill of Materials for equipment listing the manufacturer, part number, and description and pricing is contained in the Bill of Materials and Services spreadsheet. The Bill of Materials and Services spreadsheet is presented in Exhibit 3-Statement of Work.

# Exhibit 3

## Task Order 1 DC Power Equipment Services Statement of Work Kitsap 911 DC Power Systems

Version 1

## 1. SCOPE

BPS shall furnish and install the DC Power Systems as specified in the Detailed Design Drawing package in the Kitsap 911 DC Power System RFP including any mutually agreed to changes identified during design reviews. The scope of this Statement of Work (“SOW”) includes the design review, procurement, installation and testing of the goods and services required to construct and operate the twelve DC Power Systems.

Providing more detail on the SOW scope, BPS must meet the following project objectives:

- A. Completed replacement of existing DC Power Systems without power interruption providing critical power to Kitsap 911, the 911 dispatch and call taking center for Kitsap County Washington.
- B. BPS must furnish, stage, install, configure, test, and document complete DC Power Systems at 12 Kitsap 911 sites including ten sites in Kitsap County with one site in Pierce County and one site in Jefferson County.

## 2. SYSTEM COMPONENTS

The system components are specified in the Detailed Design Drawing package and the Bill of Materials and Services spreadsheet (BOMS) to include:

1. Rectifiers:
  - a. Complete replacement of the DC Power System including new DC distribution panels at the main 911 dispatch and call taking center including parallel operation of the existing and new DC Power System during cutover.
  - b. Replacement of 11 existing rectifier systems with connections to existing Eltek DC distribution panels.
  - c. Spares recommended by the manufacturers.
  - d. All rectifiers must support a Low Voltage Battery Disconnect (LVBD) feature, Form C alarm contacts, and Ethernet connections to the rectifier controller.
2. Batteries: Two battery systems must be replaced.
  - a. Two strings of batteries at the main 911 dispatch and call taking center to replace one string of batteries.
  - b. Two strings of batteries at the Gold Mountain site to replace existing two strings of batteries.
3. AC and DC wiring including cables, connectors, conduit, fittings, and circuit breakers.
4. Other equipment needed by BPS to meet KITSAP 911 requirements.

## 3. INSTALLATION AND CONSTRUCTION PRACTICES

In addition to specific codes and standards referenced in the Equipment specifications, the latest issue of the following publications and standards shall apply effective at the Effective Date. In the event of a conflict between these publications and standards and this document, the more stringent requirement shall take precedence.

- a) American Standards Association (ASA)
- b) American Society of Testing and Materials (ASTM)
- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) National Electrical Manufacturers Association (NEMA)
- e) National Fire Protection Association (NFPA)
- f) Telecommunications Industry Association-Electronic Industries Association (TIA-EIA)
- g) Federal Communications Commission (FCC)

- h) Bellcore & Telcordia
- i) Harris and/or Motorola R56 Standards and Guidelines for Communications Sites

The installation shall be conducted by site in steps. Installations shall be structured, scheduled, and approved by KITSAP to minimize the risk of having channels / sites / systems are off-the-air or impaired for use by KITSAP.

**Coordination Continuity** - Existing radio equipment at the current sites shall remain in continuous operation without disruption by BPS.

**Network Connectivity** – For this SOW, the point of demarcation for the Furnished System shall be an Ethernet interface designated by KITSAP.

**Grounding** - Motorola R56 or Harris Standard and Guidelines for Communications Sites is the reference for use by KITSAP to evaluate the cable and wiring practices provided by BPS. Specific requirements in this document supplement R56.

**Labelling** - BPS shall propose cable labelling standards and practices for approval by KITSAP. If BPS does not propose a standard, the latest version of ANSI TIA 606 must be followed. Every indoor cable shall be labeled with a machine-produced, permanent, non-fading flag within twelve inches of any connector or termination. Cable shall bear a unique identifying designation referenced in system documentation. Use of shrink tube labeling or other machine prepared identification with damage resistance is required.

**Conduit, raceways, and Cable Trays** - Cables and wires shall be properly supported with suitable cable racks, trays, hangers, loops, or cable management system as coordinated with KITSAP on a site-by-site basis. Note: the BOMS pricing spreadsheets assumed a cable management allowance for each site. For any site not requiring cable management provided by BPS, the allowance shall be credited to the final cost of the site.

DC power cables in cable trays must comply with the latest version of the National Electrical Code. BPS shall note NEC requirements for tray cable in Article 336 with permitted uses described in Article 336.10.

If temporary wiring is needed to facilitate transition to new equipment or other construction, the temporary installation may be performed without using approved cable management techniques, if coordinated in advance with KITSAP. Prior to using any conduit or cable tray, BPS shall verify with KITSAP that such resource may be used for the cabling related to the DC Power system. BPS shall not use any conduit or cable tray that is not specifically provided for this purpose. All point-to-point wiring not carried in conduit shall be routed to avoid interference with other electrical and mechanical systems.

**Exposed Wiring Practices** – Exposed wiring shall be securely tied or fastened to a suitable supporting structure at least every 18 inches except for wiring on backboards, intermediate distribution frames, and other splice points. In no case shall wiring be attached to or supported by mechanical piping, ductwork, vacuum line, hydraulic lines, coaxial cable, the exterior of electrical conduit, raceway, or similar fixtures. Wiring shall be neatly routed, bundled, and supported in equipment rooms and at termination points. “D” rings, bridle rings, loops, spools, and other devices to facilitate installation shall be installed approximately every 12 inches or as field conditions dictate and utilized to maintain a neat and workman-like installation.

**Surge Protection** - Each signal circuit, whether owned or leased, extending beyond the building where the equipment is located shall be protected with an appropriate protection device. Controller and individual station equipment shall be properly bonded to KITSAP’s existing

ground bus. Bonding and grounding practices shall be observed and conform to the National Electrical Code, R56, and manufacturer's standards for installation. Details of surge protection and grounding will be coordinated on a site-by-site basis between KITSAP and BPS.

#### **4. BILL OF MATERIALS AND SERVICES SPREADSHEET (BOMS)**

The Bill of Materials and Services (BOMS) spreadsheet establishes the listing of the equipment and materials to construct the DC power systems. Whereas the BOMS also includes the services to install and remove equipment as well as support costs and other costs (i.e., sureties with taxes, freight), the BOMS is provided in the Statement of Work - Exhibit 3 Appendix A.

### **5. PROJECT ADMINISTRATION**

#### **5.1 Project Management**

The BPS Project Manager is the single point of contact for BPS with the authority and responsibility for the overall control and coordination of work performed.

The BPS Project Manager may also have additional project coordination resources assigned to the project to assist him/her with the large volume of activities and tasks needed, especially noting the project's time frame, and thus activities occurring simultaneously in several sites.

The BPS Project Manager initiates the project kick-off meeting at a time and location mutually agreed to by KTSAP and BPS within two weeks after receiving the written Notice to Proceed. The objectives of this meeting are:

- Introduce all project key participants.
- Review the roles and responsibilities of each project team participant.
- Review the scope of work outlined for KITSAP and BPS. The BPS Project Manager shall develop a Complete Project Management Plan including a project schedule, change control, project communication, issues and action item documentation, and logistics (equipment shipping, delivery, and inventory) plans, delivered at Project Kickoff or other date established through mutual agreement.

##### **5.1.1 Project Communications Plan**

The overall success of the project is dependent upon the clear and concise flow of communications, so a formal communications plan is established within the Project Management Plan submission. A Project Organizational Chart, included within the Project Communications Plan, visually describes, and delineates the primary and recommended communications flow.

##### **5.1.2 Project Reporting**

BPS shall provide monthly Progress Reports by the same day every month on a date to be established during the Project Kickoff meeting. These reports are provided to KITSAP and reviewed at the progress meetings. The Project Status Report describes project activity, progress, risks, issues and close out documentation added to the close out documentation list since the prior report.

The status report shall include the project name, the date of its preparation, a distinguishing sequential number, and the following information, at minimum:

- A summary listing of all project correspondence transpiring with KITSAP since the preceding status report.
- A summary of project responsibilities undertaken by BPS since the preceding status report (e.g., materials ordered, materials delivered, installation activities undertaken, etc.)
- Schedule updates to include milestones.
- Obstacles encountered and corrective measures undertaken.
- Items requiring KITSAP response.
- Issues with the potential affect project price, implementation, inventory, completion status and BPS's recommendation concerning the issues.
- The latest complete list of delivered close out documents.
- Anticipated next steps for the forthcoming reporting period.

Project Close Out documents, as outlined in Exhibit 3 – SOW, will be stored on a shared drive agreed to during the Kickoff meeting. As documents are available, they will be uploaded to the drive and tracked in the monthly report. For example, product documents and manuals should be available before receipt of the equipment.

BPS shall hold the following project meetings and reviews as outlined below. If additional meetings and/or reviews are needed, they will be discussed and agreed between BPS and KITSAP as necessary.

**Table 2: Project Meetings and Reviews**

Meeting / Review	Venue	Schedule
Project Team meetings	Video Conference Call	Every Two Weeks or more often when needed
Project Report Meetings	TBD	TBD
Senior Management / Stakeholder Review	TBD	TBD
Project Closeout Meeting	TBD	Per project schedule



**Table 3: Project Meetings Entry / Exit Criteria**

Meeting/Review	Entry	Exit
Project Kick Off Meeting	Meeting Agenda Draft Project Management Plan and Project Schedule	Meeting Minutes Approved Project Management Plan and Project Schedule
Project Team and Status Meetings	Meeting Agenda	Meeting Minutes
Project Report Meetings, if necessary	Meeting Agenda	Meeting Minutes
Senior Management Stakeholder Review, if necessary	Project Milestone Report	Meeting Minutes
Method of Procedure (MOP) Completion Review	MOP for Review	Meeting Minutes Approval for MOP for Each Site
Site Installation Review Meeting	Site Installation Checklist for Review	Meeting Minutes Approval of the Checklists for Each Site
Site Acceptance Approval	Site Acceptance Test Results	Meeting Minutes Site Acceptance Approved for Each Site
Punch List Review Meetings	Current Punch List	Meeting Minutes Close of Punch List items for Each Site
Project Closeout Meeting	Provide any remaining documentation in electronic format Completion of Punch list Submit letter for final acceptance	KITSAP approval of all contract deliverables and issuance of Certificate of Project Close-Out.

## 5.2 Project Schedule

BPS shall develop a master project schedule, approved by KITSAP, to meet project goals. Once the equipment for a site has been received by BPS, BPS will schedule the work at the site unless both parties agree to a different schedule. Site Testing plan will be used to document and verify the operation of each site as the DC Power Systems are replaced at each site. The overall functional operation of the system will be tested and verified as part of the Acceptance Test.

The project schedule shall show the agreed deployment sequence, with estimated milestone dates. KITSAP understands that milestone dates may change throughout the normal course of the project.

## 5.3 Project Milestones

KITSAP and BPS have identified five (5) major milestones for the project.

1. BPS Acknowledgment of the KITSAP Notice to Proceed (NTP)
2. Equipment Ordering
3. Site Acceptance Signoff Per Site
4. Delivery and Installation of Equipment Signoff
5. System Close Out Certificate Issued

## 5.4 Project Travel

BPS shall travel to onsite meetings and reviews, as determined, and agreed with KITSAP, to meet the project schedule. Normal meetings will be conducted via video conference calls. All travel costs for meetings and staging will be the responsibility of the traveling party. At a minimum the

following tasks will require onsite representation from BPS: Kick Off Meeting, Site Surveys, Equipment Installation at the Sites, System Acceptance Testing, and in-person Training.

## 5.5 Deliverables

This section summarizes the project deliverables.

### 5.5.1 Documentation

BPS shall develop and deliver the listed items in Table 5 in accordance with the Project Schedule.

**Table 5 Required Documents List**

Document
Project Management Plan
Project Status Report
Meeting Minutes
DC Power Systems Documentation Plan
Site Installation MOPs
Completed Site Installation Checklists including Site Commissioning Test Results (per Site)
System Acceptance Test Procedure
System Acceptance Test Report
Detailed List of Equipment Installed at Each Site
Total Cost of Equipment, Materials, and Services at Each Site
System Close Out Dossier

KITSAP will review, comment and/or approve documents listed in the table below within five business days of delivery unless a deadline extension is requested and approved by mutual agreement.

BPS shall deliver a response or an update to a document, addressing any KITSAP assertions, within 5 days of receipt of KITSAP feedback (unless a deadline extension is requested and approved by mutual agreement). Depending on the volume and/or complexity of the feedback, some feedback may require consultation with both parties and the relevant representatives, to ensure the feedback is clearly understood and updated accordingly. In such cases, the Parties shall agree on a revised schedule for finalizing review and response.

### 5.5.2 DC Power Systems Documentation Plan

Kitsap 911 will provide, prior to the project kickoff, a documentation plan for the DC Power Systems replacement called the *K911-075 Documentation Plan* based on the documentation plans for its microwave and P25 radio projects. The plan includes a description of the file sharing system, points of contact, and procedures for requesting access by Kitsap 911 stakeholders so stakeholders know how to use the shared file system. BPS is responsible to create, operate, maintain, update, and backup against loss the shared file system.

Typically, the shared file systems shall have a single root folder named “K911\_075\_DC\_Power\_Systems” with subfolders named “Contracts\_Amendments\_Notices”, “Project\_Management”, “Planning\_and\_Design”, “Installation”, “Close\_Out\_Documents” and “Kitsap\_Provided.”

### 5.5.3 Quality Management

Kitsap 911 has a Quality Management Plan for its microwave and P25 radio projects and will provide, prior to the project kickoff, copies of the plan for BPS employees and subcontractors to review. The Quality Management Plan explains the importance of quality assurance such as detailed design reviews and quality controls like MOPs, installation checklists, test plans, and system acceptance plans.

### 5.5.4 MOP – Method of Procedure

The MOPs, Installation Checklists, and Test Procedures will include the resource & equipment requirements, pre-work items identified, software and/or configuration items identified, expected results, and agreed-to acceptance criteria.

BPS is responsible for creating a Method of Procedure (MOP) for each site identifying the steps and procedures required to transition equipment from the existing DC Power System to the new DC Power system without outage. The MOP will identify technical and operational limitations, as well as expected and potential impacts to the system and its users during the transition period. BPS will provide installation MOPs with sufficient time for KITSAP review and BPS modifications prior to each installation. The cutover plan will address: Operational vs. technical constraints, Timeline to perform site and system level tests, Relative timelines for equipment and personnel requirements, Outage notifications, and fallback plans.

Outlines of the installation MOPs for Cencom, Gold Mountain and the other ten radios sites are provided below.

At the Cencom site, "Installation Services" will:

1. Furnish and install (1) Eltek 1,200A Flatpack2 Modular HE DC power system secured to the cement floor next to existing battery string.
2. Furnish and install (5) 40A 208V circuits from individual AC panels. Verify and balance loads on AC panels K, A, and C.
3. Furnish and install (2) Enersys DDMp125-33 4W x 6H 2,000AH battery strings with an initial charge. Prior to installation BPS will provide a copy of the Initial Charge Report with test results as provided in the RPF response. Batteries must be mounted against the wall next to the exterior door.
4. Furnish and install (2) 800A battery mount disconnects in DC Power system below rectifier shelves and cable up to DC power system.
5. Furnish and install battery cabling from DC power system to new batteries with (2) cables per polarity per string.
6. Furnish and install MGB and appropriate reference ground and bonding for the new DC Power System.
7. Furnish and install bonding conductors from the power system rack and the power system shelves following manufacturer instructions.
8. Furnish and install (2) frame grounds from battery frame.
9. Furnish and install (5) 20 position 19" breaker distribution panels in various racks. Each panel will be fed from BPS provided 250A breaker in DC Power system.
  - o Panel #1 located in Rack A9. The estimated loop length is 88'.
  - o Panel #2 located in Rack B9. The estimated loop length is 104'.
  - o Panel #3 located in Rack C9. The estimated loop length is 120'.
  - o Panel #4 located in Rack D8. The estimated loop length is 140'.
  - o Panel #5 located in Rack D8. The estimated loop length is 140'.
10. Furnish and install load distribution cabling from each of (5) 250A breakers in DC Power system to (5) distribution panels located in existing DC power racks outlined above. Each panel will have (1) 4/0 cable per polarity per breaker.
11. Furnish and install alarm cabling from DC Power system to the alarm 66 block. Cable to be terminated by BPS. KITSAP will cross connect to the existing RTU.
12. Install CAT6 cable from rectifier controller and site Ethernet switch and test cable for opens, shorts, and miswirings.
13. Furnish and install (15) Flatpack2 3KW rectifiers and (5) blank covers.
14. Turn up and test DC Power System; adjust/verify proper settings, operation, and provide installation checklist to KITSAP.
15. After acceptance of the new DC Power System, remove the old DC power system, DDMp125-33 battery, cabling, etc. Dispose or leave onsite per direction of KITSAP.

At Gold Mtn. site, "Installation Services" will:

1. Furnish and install (1) temporary power system and connect to existing distribution panels.
2. Furnish and install (1) 500A Eltek Unity Flatpack2 DC power system and mount the equipment into existing DC Power System rack.
3. Reconnect the existing system ground cable from the DC power system to the existing Master Ground Bus bar.
4. Reconnect existing equipment grounding conductor to the replaced DC power system shelves following manufacturer instructions.
5. Connect existing battery disconnect panels to newly installed DC power system.
6. Furnish and install (2) Enersys DDM125-274W x 6H 1,625AH battery strings with an initial charge. Prior to installation BPS will provide a copy of the Initial Charge Report with test results as provided in the RPF response. Batteries must be installed in the same place as removed batteries. Existing cables and lugs will be reused.
7. Furnish and install (1) 24 position 23" breaker distribution panel in power system rack replacing existing panel A and reattach load cables.
8. Furnish and install load distribution cabling from each of (2) 250A breakers in DC Power system to newly installed panel #A and existing panel #B. Each panel will have (1) 4/0 cable per polarity per breaker.
9. Provide and install (4) 30A 240V 2-pole rectifier circuits, wiring to AC input previously removed.

10. Install CAT6 cable from rectifier controller and site Ethernet switch and test cable for opens, shorts, and miswirings.
11. Furnish and install alarm cabling from DC Power system to the alarm 66 block. Cable to be terminated by BPS. KITSAP will cross connect to the existing RTU.
12. Furnish and install (8) Flatpack2 rectifiers.
13. Turn up and test DC Power System; adjust/verify proper settings, operation, and provide installation checklist to KITSAP.
14. Remove temporary power system and old DC Power system, DDMp125-27 battery, cabling, etc. Dispose or leave onsite per direction of KITSAP.

At each of (10) Radio sites, "Installation Services" will:

1. Furnish and install (1) temporary power system and connect to existing distribution panels.
2. Remove existing DC power system from rack. KITSAP will move the inverter, inverter distribution, DC converter and DC converter distribution down in rack to allow for installation of new power system.
3. Furnish and install (1) 500A Eltek Unity Flatpack2 DC power system and mount the equipment into existing DC Power System rack.
4. Reconnect the existing system ground cable from DC power system to the existing Master Ground Bus bar.
5. Reconnect the existing equipment grounding conductor to the replaced DC power system shelves following manufacturer instructions.
6. Connect existing battery disconnect panel to newly installed DC power system.
7. Furnish and install (1) 24 position 23" breaker distribution panel in power system rack replacing existing panel A and reattached load cables.
8. Furnish and install load distribution cabling from each of (2) 250A breakers in DC Power system to newly installed panel #A and existing panel #B. Each panel will have (1) 4/0 cable per polarity per breaker.
9. Provide and install (2) 30A 240V 2-pole rectifier circuits, wiring to AC input previously removed.
10. Install CAT6 cable from rectifier controller and site ethernet switch and test for shorts.
11. Furnish and install alarm cabling from DC Power system to the alarm 66 block. Cable to be terminated by BPS. KITSAP will cross connect to the existing RTU.
12. Furnish and install (4) Flatpack2 rectifiers and (4) blank covers.
13. Turn up and test DC Power System; adjust/verify proper settings, operation, and provide installation checklist to KITSAP.
14. Remove temporary power system and old DC Power system, and cabling and dispose or leave onsite per direction of KITSAP.

### 5.5.5 Site Installation Checklists

BPS will provide site installation checklists with sufficient time for KITSAP review and BPS modifications prior to each installation. The installation checklist for each site must contain information on the site, date, DC power equipment (including controllers, rectifiers, settings, and measurements), batteries, current carrying and grounding conductors, AC power connections, completed tests, and inspections.

### 5.5.6 Site Acceptance

BPS will provide site acceptance test procedures and the site acceptance test report with sufficient time for KITSAP review and BPS modifications prior to each installation. KITSAP may or may not witness the site acceptance tests and BPS will schedule the site acceptance tests accordingly. The site acceptance test report shall include signatures for BPS and KITSAP to accept the DC power system at the site.

### 5.5.7 Detailed List of Equipment at Each Site

BPS must provide a detailed list of equipment at each site for KITSAP insurance purposes. BPS is responsible for loss or damage of equipment until a detailed list of equipment with the completed installation checklist is provided to KITSAP. Upon acceptance of the equipment list, Kitsap 911 will assume the liability for loss or damage to the equipment.

### 5.5.8 Total Cost of Equipment, Materials, and Services at Each Site

In addition to the detailed list of equipment at each site, BPS must provide the total cost of the equipment, materials, and services at each site to KITSAP. KITSAP prefers to receive the total cost figures with the Detailed List of Equipment, but alternative reports will be considered. Note: the total cost of equipment, materials, and services at each site is unlikely to coincide with the invoices since the invoices are based on milestone payments and not the total costs for each site.

### 5.5.9 System Close Out Dossier

BPS must provide a complete set of close out documentation in a single package prior to close out of the project. Items in the close out package include:

- (1) Signed System Acceptance Certificate for each site with no outstanding punch list items.
- (2) Factory Test Results (if applicable).
- (3) Approved Mark Up (As-Built /As-Installed) to Design Drawings
- (4) Approved Bill of Materials (with spares).
- (5) Detailed list of materials installed at each site.
- (6) Cost of equipment and the cost of services for each site.
- (7) Transfer of responsibility documented from project team to operations, maintenance, and warranty teams as appropriate.
- (8) Equipment documentation including, but not limited to, datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable.
- (9) Warranty and Support Documentation.
- (10) Upon satisfactory completion of the requirements, Kitsap 911 and BPS must certify the project as complete by signing a Project Closure document.

BPS must provide copies of the close out documentation organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

The copies of the close out documentation must include:

- (1) At least one (1) printed copy of a comprehensive "System Manual" shall be furnished documenting all equipment, operating and software parameters and connections (including nominal performance values or table settings). The system manual must be provided without copy protection and delivered to the Kitsap 911 on pages 11 inches high. Pages wider than 8-1/2 inches must be folded to 8-1/2 inches.
- (2) BPS must provide two (2) electronic (soft) copies of the "System Manual" on USB thumb drive without copy protection organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

#### 5.5.10 Procurement and Manufacturing

Upon receipt of the Notice to Proceed and KITSAP approval of the final Bill of Materials equipment outlined in Appendix A, BPS will order the equipment for delivery to the BPS facility in Pacific, WA. BPS will provide the manufacturer delivery dates on orders to KITSAP during project meetings. The shipments will be delivered to BPS's facility in Pacific, WA from the suppliers with an expected lead time of 10-14 weeks for power equipment and 8 weeks for batteries. BPS assumes responsibility for delivery and shipping costs.

#### 5.5.11 Storage

BPS shall be responsible for storage of the Equipment and Materials at BPS's designated facility in Pacific, WA. BPS will provide shipping updates such as tracking information and the expected delivery times. BPS is responsible for coordinating the delivery at their storage facility. BPS is also responsible for equipment loss or damage while equipment is in storage until a detailed bill of materials for the equipment installed per site is provided to KITSAP.

## 6. System Deployment Deliverables

NOTE: All KITSAP and BPS tasks must be completed per the Detailed Design Documentation requirements and within the agreed upon scheduled milestone dates.

### 6.1 Systems Planning and Design

Project Tasks	BPS	KITSAP
<b>System Planning and Design</b>		
Site Surveys to Confirm Equipment and Materials Orders and Scope of Work per Site	X	
Review Bill of Materials -Sufficient for Ordering		X
Approve Detailed System Design		X
Determine the need for electrical permits at each location	X	
Deliver Installation MOPs, Installation Checklists, System Acceptance Documents	X	
Approve Installation MOPs, Installation Checklists, System Acceptance Documents		X

### 6.2 Equipment Hardware

Project Tasks	BPS	KITSAP
<b>Ordering/Manufacturing</b>		
Prepare the final Bill-of-Material (BOM) for equipment/system	X	
Approve BOM		X
Place orders with manufacturers and distributors	X	
Place additional orders for equipment and materials as needed	X	
Place orders with 3 <sup>rd</sup> party suppliers for equipment and services provided by BPS	X	
Place orders with 3 <sup>rd</sup> party suppliers for equipment and services identified as KITSAP responsibility		X
Receive and Warehouse material prior installation	X	



### 6.3 Site Installation

Project Tasks	BPS	KITSAP
<b>Site Preparation, Equipment Installation and Site Commissioning</b>		
Complete Site Preparations		X
<b>Preparation for Installation</b>		
Provide access for BPS to all Sites		X
Provide escorts as needed per project schedule at specific sites		X
<b>Permits</b>		
Obtain permits from AHJs as needed	X	
Be on site for AHJ inspections	X	
Obtain closure on permits	X	
<b>Site Infrastructure Deployment</b>		
<b>Site Work</b>		
Transport equipment to site		
Install temporary power (not applicable to Cencom) per MOP		
Install batteries (Cencom and Gold Mountain)		
Replace DC Distribution Panel	X	
Install and test Ethernet connections		
Install and test alarms		
Remove and dispose of equipment and batteries (if applicable)		
Complete Site Installation Checklists		
Approve Site Installation Checklists		X

All replacement DC Power Equipment and relevant existing DC and AC conductors not re-used by the DC Power Systems project to be removed and decommissioned will be listed in the Detailed Design and removed under this scope of work. KITSAP may elect to retain any removed equipment so BPS must verify the disposal of equipment with KITSAP prior to disposal.

BPS shall remove all trash, empty containers, and debris resulting from work done under the Contract from buildings and sites as it accumulates. and leave all materials and equipment spaces occupied by BPS clean and ready for use. A thorough site cleaning shall be performed not less than twice each week when installation work is actively in progress. Flammable material, like cardboard and packing, shall be removed from the sites whenever BPS is not on-site.

Some sites are located on property with debris from trees and plants. The debris can be tracked into the site on workers' footwear. BPS is encouraged to keep a clear pathway in to the site to minimize the debris brought into the building on footwear. BPS shall provide brooms, scoop shovels, heavy-duty shop vacuums and heavy bags for disposal of trash to always keep the sites tidy.

### 6.4 Migration/Cutover Plan

Project Tasks	BPS	KITSAP
<b>Migration/Cutover Plan</b>		
Develop Migration/Cutover Plan	X	
Assist in the development of Cutover plan		X
Approve Migration/Cutover Plan		X

BPS is responsible for creating a Method of Procedure (MOP) for each site identifying the steps

and procedures required to transition equipment from the existing DC Power System to the new DC Power system. The MOP will identify technical and operational limitations, as well as expected and potential impacts to the system and its users during the transition period. The cutover plan will address: Operational vs. technical constraints, Timeline to perform site and system level tests, Relative timelines for equipment and personnel requirements, Outage notifications, and fallback plans.

## 6.5 Technicians and Support Personnel Training

Project Tasks	BPS	KITSAP
<b>Training</b>		
Technician Training	X	

BPS will provide training to KITSAP technicians and support personnel.

All training materials shall be provided. Training be provided on-site or at Cencom. BPS shall the syllabus for the training and coordinate any training schedule with KITSAP 45 days before starting any training.

# 7. System Acceptance and Project Close Out

System acceptance starts with site inspections using an approved installation checklists. After signoff, the 30 day fault-free operational period begins. Assuming fault-free operations, a system acceptance form must be completed for all sites.

## 7.1. Site Installation Inspections

Project Tasks	BPS	KITSAP
<b>Site Installation Inspections</b>		
Develop Site Installation Checklists Forms	X	
Approve Site Installation Checklist Forms		X
Complete Site Inspection for each site	X	
Sign off on Site Inspection for each site		X

## 7.2. 30 Day Fault-Free Operational Period

The 30-day period shall provide fault-free operations and shall commence after the signoff by the KITSAP of the System Acceptance.

The furnished System shall operate without substantive interruption or failure for the 30-day period. In the event of a substantive interruption or failure of the Furnished System, KITSAP shall notify BPS, in writing (email is acceptable). KITSAP and BPS will mutually agree the level the issues fall into as outlined below.

In the event of minor, non-substantive interruptions or failures, KITSAP and bps may agree to incorporate the issues needing minor attention onto a final completion "punch list" for later resolution. In no event, shall the System be presented to KITSAP for Final Acceptance until a period of 30 days of fault-free operation has passed.

The plan shall delineate a minimum of the following scenario criteria:

**Critical Failure** – This type of failure requires a restart of the 30-day calendar.

- Any failure causing the complete loss of DC power
- Any failure mutually agreed to as a critical failure

**Major Failure** – This type of failure requires a pause in the 30-day calendar until the root cause is known and KITSAP is satisfied that the failure is not likely to reappear.

- A nuisance trip of any AC or DC breaker.
- A failure of any rectifier
- Loss network connectivity
- Alarm failure
- Any failure agreed to as a major failure

**Minor Failure** – This type of issue or failure will not pause the 30-day calendar, but the issue must be documented, and any adjustments made to the system provided to KITSAP.

### 7.3. Closure of All Permits Obtained by BPS

BPS must close all permits obtained by BPS for the installation of the DC power systems.

### 7.4. Transfer to Operations

The Project’s resulting systems must be transferred from the project team to operations, maintenance, and warranty teams as appropriate. BPS must supply documentation of the transfer and conduct training/orientation session(s) regarding the Kitsap 911 contacts and process with ongoing support providers identified by BPS.

### 7.5. Project Close-out Documentation

Kitsap will review and sign off on the project Close-out documentation.

Project Tasks	BPS	KITSAP
<b>Project Close-out and Documentation</b>		
Develop and Provide Close-Out Documentation	X	
Approve Close-Out Documentation		X

### 7.6. Final Acceptance

Final Acceptance shall apply after the completion of work at all sites with approval of the installations, completion of the 30 day fault-free operational period for all sites, closing of all permits obtain by BPS, and approval of the Close Out documentation.

#### 7.6.1 Objectives Met

1. KITSAP will conduct a project completion review to verify all project work has been completed. All project objectives, goals, and deliverables must be met at the quality and quantity identified in the project plan, specifications, and contract documents. This determination must be made solely at the discretion of KITSAP in accordance with the Contract Documents.
2. Accomplishment of goals and objectives must be signified by KITSAP signature on a Final Acceptance document.

## 8. Payment Milestones

The project payment milestone schedule such as the following:

For the System and Services for Stage 1 the following milestones will be used:

- 10% payment upon written Notice to Proceed from KITSAP
- 10% payment upon receipt of order confirmations for all equipment from Eltek and Enersys showing promised delivery dates
- 15% payment upon completion of the installation of Cencom DC power system and batteries
- 10% payment upon completion of the installation of the Gold Mountain DC power system and batteries
- 40% payment on the delivery and completed installation of the equipment at 10 sites (E30th, Hansville Road, Lincoln Hill, Mandus Olson, Newberry Hill, Orchard Heights, Purdy, Simon Point, Suquamish, Teal Lake) The total payment amount (40%) will be divided by the 10 sites being installed for the project to determine the per site amount to be billed at the end of each month for each site signed off during the month.
- 5% upon completion of System Acceptance Testing
- 5% upon completion of 30-Day Operational Period
- 5% Final Acceptance.

# Appendix A Equipment List with Pricing

The equipment list, also called the Bill of Materials, with Price List is provided in an Excel spreadsheet called *BPS-DC-Power-BOM-FINAL 20231220.xlsx*. The spreadsheet includes the summary of equipment and pricing shown in Table A-1 as well as details on the distribution of the equipment for each site, services pricing, support costs, other miscellaneous costs such as freight and taxes.

Table A-1: Equipment List with Pricing

ITEM	PRODUCT CODE	SUPPLIER	EQUIPMENT LIST	UNIT PRICE	SYSTEM	
	PART NUMBER		DESCRIPTION		QTY	PRICE
<b>1.000</b>	<b>RECTIFIER SYSTEMS</b>					
1.100	Rectifier System					
1.101	UNT20806.00012	ELTEK	UNITY POWER SYSTEM WITH FLATPACK2 - 48V, 500A POWER SHELF - RECTIFIER POSITIONS: QTY 8 (SUPPORTS BOTH 2000W and 3000W RECTIFIERS) - INPUT CONNECTIONS: REAR ACCESS TO TERMINAL BLOCK, ONE INPUT PER RECTIFIER, DUAL FEED JUMPERS INCLUDED PRIMARY DISTRIBUTION: 23" WIDE, NEGATIVE VOLTAGE OUTPUT QTY 26 CIRCUIT BREAKER POSITIONS (CBB STYLE) 1/4"-20 STUD 5/8" CENTER -QTY 26 LOAD BREAKER POSITIONS QTY 3 BULK LOAD POSITIONS -QTY 1: 3/8"-16 NUTS ON 1" CENTER -QTY 2: 1/4"-20 NUTS ON 5/8" CENTER BULK BATTERY POSITIONS THRU A SHUNT & LVBD -QTY 7: 3/8"-16 STUDS ON 1" CENTER OR QTY 8: 1/4"-20 NUTS ON 5/8" CENTER SMARTPACK S PANEL MOUNT CONTROLLER INCLUDED SPSP-UNT600-A01 UNT-F48081-C14N	\$ 3,702.00	11	\$ 40,722.00
1.102	D07	ELTEK	DISTRIBUTION PANEL, SINGLE BUS FOR STANDALONE APPLICATIONS OR ADD TO EXISTING UNITY PLANT 23" WIDE MOUNTING 4RU REAR WIRE INPUT, FRONT WIRE OUPUT, 15" DEEP, MID MOUNT INPUT VOLTAGE: +/- 12/24/48VDC 600AMP BUS RATING QTY 4 INPUT CONNECTIONS 1/4'' ON 5/8'' CENTER AND QTY 1 INPUT CONNECTION 3/8" ON 1" CENTER QTY 26 BULLET CIRCUIT BREAKER POSITIONS, 1/4''-20 STUDS WITH 5/8'' CENTERS MAX CIRCUIT BREAKER SIZE 250AMPS DRY CONTACT ALARM, (2 PIN CONNECTOR WIRESET INCLUDED) (USING CBB BREAKERS ONLY)	\$ 1,290.00	11	\$ 14,190.00

1.103	M2S22022.00041	ELTEK	<p>FP2-MPS2-15U-48V-A4-S3-D5-D9-B-C01  -48VDC MODULAR II POWER SYSTEM WITH 1,200A CAPACITY, INCLUDES:</p> <ul style="list-style-type: none"> <li>- RACK MOUNT 23", 22.26" DEEP, 22RU HIGH</li> <li>- CONTROLLER KIT: BASIC INDUSTRIAL MODULE, I/O MONITOR2</li> <li>- QTY 6 INPUTS AND 6 OUTPUTS // QTY 3 TEMPERATURE PROBE INPUTS // QTY 3 FORM C RELAYS</li> <li>- QTY 3 BULK OUTPUTS POS &amp; NEG TO SUPPORT THREE 750MCM CABLE</li> </ul> <p>FP2 3KW RECTIFIER BASE, THREE PHASE 208VAC (3W+PE), 3 RECTIFIERS PER AC INPUT, TERMINAL BLOCK (SINGLE HOLE LUG CONNECTION)  INCLUDES:</p> <ul style="list-style-type: none"> <li>- QTY 5 FP2 3KW RECTIFIER SHELVES</li> <li>- EACH RECTIFIER SHELF HAS 4 RECTIFIER POSITIONS, TOTAL 20 RECTIFIER POSITIONS</li> <li>- THREE PHASE 208VAC (3W+PE)</li> <li>- QTY 3 RECTIFIERS PER AC INPUT (32.9A MAX AC INPUT PER FEED), TOTAL QTY 7 AC INPUTS</li> <li>- FRONT ACCESS, QTY 1 AC PANEL, EACH AC LANDING CONSISTS OF SINGLE HOLE #10-32" STUD, AND ACCEPTS MAX. LUG TONGUE WIDTH 0.47", MAX 6AWG WIRE</li> <li>- QTY 6 KNOCKOUTS FOR 1" CONDUIT ON THE TOP OF AC PANEL, QTY 5 SETS OF GROUNDING STUDS (1/4" ON 5/8")</li> </ul> <p>1,200A BATTERY BULK OUTPUT PANEL, TOP REAR ACCESS, WITH LVBD  INCLUDES:</p> <ul style="list-style-type: none"> <li>- REAR ACCESS CONNECTIONS</li> <li>- 1,200A LOW VOLTAGE BATTERY DISCONNECT (LVBD)</li> <li>- 50mV/2000A SHUNT // BULK HOT AND RETURN BUS BARS</li> <li>- QTY 13 - 3/8" ON 1" CENTER BATTERY LANDINGS ON HOT AND RETURN BUS</li> </ul> <p>INCLUDING:</p> <ul style="list-style-type: none"> <li>- NEGATIVE AND POSITIVE BULK BUS SYSTEM CONNECTION</li> <li>- QTY 3 CONNECTION POINTS - 3/8" ON 1", MAX LUG TONGUE WIDTH OF 2.25" PER CONNECTION</li> </ul> <p>WATERFALL #1 LOAD DISTRIBUTION:</p> <ul style="list-style-type: none"> <li>- QTY 2 600A BULLET TPS/CBB BREAKER PANEL; 1/4" HOLE ON 5/8" CENTER; MAX LUG 5/8"</li> </ul> <p>WATERFALL #2 LOAD DISTRIBUTION:</p> <ul style="list-style-type: none"> <li>- QTY 1 600A BULLET TPS/CBB BREAKER PANEL; 1/4" HOLE ON 5/8" CENTER; MAX LUG 5/8"</li> </ul> <p>MODULAR II SMARTPACK2 TOUCH WITH -48V 1,200A STANDARD PROFILE</p> <ul style="list-style-type: none"> <li>- 4.4" GRAPHICAL HIGH RESOLUTION COLOR CAPACITIVE TOUCH DISPLAY</li> <li>- DUAL USB PORTS FOR DONGLES AND FLASH DRIVES</li> <li>- SERIAL PORT (RS232/RS485) FOR MODBUS RTU COMMUNICATION TO 3RD PARTY EQUIP.</li> <li>- DUAL ETHERNET PORTS (LAN AND DIRECT CONNECTION)</li> <li>- HTTPS/RADIUS/SNMP/MODBUS TCP/SNTP/SMTP/FTPS/IPV4/IPV6</li> <li>- EVENT &amp; DATA LOGGING/BATTERY DISCHARGE TEST/TEMPERATURE COMPENSATION</li> <li>- CAN POWER REQUIREMENTS: 180 MILLIAMPS</li> </ul>	\$	12,582.00	1	\$	12,582.00
1.104	SP2TI-MP212-A01-VV	ELTEK	<p>SMARTPACK2 TOUCH CONTROLLER UPGRADE/REPLACEMENT FOR MODULAR 2 SYSTEMS  STANDARD CONFIGURATION FOR 48V,1200A SYSTEM  POWERED BY CAN BUS (180 MILLIAMP)  INCLUDES 4.4" GRAPHICAL HIGH RESOLUTION COLOR TOUCH DISPLAY, TWO ETHERNET PORTS , TWO USB PORTS, RS232/RS485 SERIAL PORT</p>	\$	510.00	1	\$	510.00
1.105	24100.601.VC	ELTEK	<p>Smartpack2 Basic Industrial Controller (Replacement for 242100.601, 242100.601.IN, or 242100.601.VC)  Used as a replacement/spare unit for IBB, Mod HE, Ecotower, ET380, and Scalable systems  Unconfigured controller that must be programmed after installation with saved profile (XML)  CAN Power Requirements: 500mA supply  For pre-configured controllers, use part number found in individual system tabs</p>	\$	510.00	1	\$	510.00



1.106	B04	ELTEK	DISTRIBUTION PANEL, SINGLE BUS FOR STANDALONE APPLICATIONS OR ADD TO EXISTING UNITY PLANT 19" WIDE MOUNTING 4RU REAR WIRE, INPUT, FRONT WIRE OUTPUT, 15" DEEP, MID MOUNT INPUT VOLTAGE: +/- 12/24/48VDC 600AMP BUS RATING QTY 4 INPUT CONNECTIONS 1/4" ON 5/8" CENTER AND QTY 1 INPUT CONNECTION 3/8" ON 1" CENTER QTY 21 BULLET CIRCUIT BREAKER POSITIONS, 1/4"-20 STUDS WITH 5/8" CENTERS MAX CIRCUIT BREAKER SIZE 250AMPS DRY CONTACT ALARM, (2 PIN CONNECTOR WIRESET INCLUDED) (USING CBB BREAKERS ONLY)	\$ 1,236.00	5	\$ 6,180.00
<b>1.200</b>	<b>Rectifiers</b>					
1.201	241115.105	ELTEK	FLATPACK2 HE RECTIFIER 2000W 48V, -INPUT: 85-300VAC, FAN COOLED (FRONT TO BACK); -OUTPUT: 2000W @ 185-300VAC, 2000W @ 185VAC LINEARLY TO 850 W @ 85VAC.  -EFFICIENCY: >96.5%; -OPERATING TEMPERATURE -40 TO +45°C: 2000W; LINEARLY DETATE FROM 2000W @ 45°C TO 1350W @ 75°C; SHUTDOWN AT 75°C, AUTOMATICALLY RESTART AT LOWER TEMPERATURE. -STORAGE TEMPERATURE: -40 TO +85°C -DIMENSION & WEIGHT: 4.29"W x 1.69"H x 13"D; 4.3 LBS	\$ 540.00	48	\$ 25,920.00
1.202	241119.105	ELTEK	FLATPACK2 HE RECTIFIER 3000W 48V, -INPUT: 85-305VAC; FAN COOLED (FRONT TO BACK); -OUTPUT: 3000W @ 176-305VAC, 3000W @ 176VAC LINEARLY TO 1382W @ 85VAC. -EFFICIENCY: >96.2%; -OPERATING TEMPERATURE: -40 TO +45°C: 3000W; LINEARLY DERATE FROM 3000W @ 46°C TO 2100W @ 75°C; SHUTDOWN AT 75°C, AUTOMATICALLY RESTART AT LOWER TEMPERATURE -STORAGE TEMPERATURE: -40 TO +85°C -DIMENSION & WEIGHT: 4.29"W x 1.69"H x 13"D; 4.3 LBS	\$ 666.00	18	\$ 1,988.00
1.203	331E23640800	ELTEK	BLIND PANEL FP2 HE BLACK G1	\$ 18.00	43	\$ 774.00
<b>1.300</b>	<b>DC Breakers</b>					
1.301	CBB250M	ELTEK	CIRCUIT BREAKER, 250 AMP TRIPLE POLE PLUG-IN BULLET, MID-TRIP INCLUDES 3798102673 TRIPLE POLE STRAP 3/8" X 1" CENTER	\$ 240.00	32	\$ 7,680.00
1.302	USKIT-00023	ELTEK	800A Battery Disconnect Panel Kit 19 or 23" 19" wide, included extender brackets to 23" 4 RU high panel 800A circuit breaker disconnect Qty 2 dual hole 3/8-1" input for power system connection, max 350mcm cable Qty 3 dual hole 3/8-1" output for battery connection, max 350mcm cable or Qty 2 777mcm cable Form C alarm contact for breaker alarm (C and NC), alarm cable included Alarm jumper cable included to go panel to panel.	\$ 1,008.00	2	\$ 2,016.00

<b>1.400</b>	<b>AC Breakers</b>						
1.401	GHB3030, BAB3030	PLATT	40A, 3 Pole Breaker for Eaton PRL1A Panels	\$	457.43	6	\$ 2,744.58
<b>2.000</b>	<b>Racks &amp; Accessories</b>						
<b>2.100</b>	<b>Racks</b>						
2.101	3900106800	ELTEK	SEISMIC RELAY RACK 23" INCHES WIDE 7' FEET HIGH WITH A 5" RAIL WIDTH WELDED RACK WITH APPROXIMATE WEIGHT OF 100 POUNDS EMPTY 44 USABLE RACK SPACES	\$	1,428.00	1	\$ 1,428.00
2.102	Various	Various	Installation Kit, (Includes Concrete Floor Anchors, Overhead Bracing)	\$	300.00	1	\$ 300.00
<b>2.200</b>	<b>Control and Alarm Cables</b>						
2.201	CA210203104	ELTEK	ALARM CABLE CONNECTS CONTROLLER ALARM RELAYS TO CUSTOMER'S ALARM TRANSPORT EQUIPMENT - 10' LENGTH - 20-PIN CONNECTOR ON CONTROLLER END - DISCRETE SOLID CORE, 24 AWG WIRE ON CUSTOMER END			0	\$ -
2.202	3672495500	ELTEK	ALARM CABLE CONNECTS CONTROLLER ALARM RELAYS TO CUSTOMER'S ALARM TRANSPORT EQUIPMENT - 50' LENGTH - 20-PIN CONNECTOR ON CONTROLLER END - DISCRETE SOLID CORE, 24 AWG WIRE ON CUSTOMER END	\$	120.00	10	\$ 1,200.00
2.003	CA210203106	ELTEK	ALARM CABLE CONNECTS CONTROLLER ALARM RELAYS TO CUSTOMER'S ALARM TRANSPORT EQUIPMENT - 100' LENGTH - 20-PIN CONNECTOR ON CONTROLLER END - DISCRETE SOLID CORE, 24 AWG WIRE ON CUSTOMER END	\$	204.00	2	\$ 408.00
<b>3.000</b>	<b>Battery Systems</b>						
3.001	DDmP125-27		Energys Battery System, 1 String, 24 Cells, 4 Wide (Gold Mtn replacement, 2 strings required)	\$	36,172.80	2	\$ 72,345.60
3.002	DDmP125-33		Energys Battery System, 1 String, 24 Cells, 4 Wide (Cencom, new, 2 strings required)	\$	43,142.40	2	\$ 86,284.80
<b>4.000</b>	<b>Power Cables</b>						
<b>4.100</b>	<b>Battery Cables</b>						
4.101	Southwire #57149801	Graybar	TelcoFlex L2 Central Office Cable, 500MCM, COPPER, STRANDED, TRAY RATED, COLOR BLACK, 90 degrees C - Parallel Battery Cables for Modular HE Rectifiers, LOOP LENGTH < 80 FT.	\$	18.27	400	\$ 7,308.00
4.102	Various (Panduit, IlSCO, Burndy)	Various	Two Hole, Compression Lugs, 500MCM, Long Barrel, Inspection Window, 3/8" Hole, 1" Spacing	\$	33.42	10	\$ 334.20
4.103	N/A	N/A	Battery Cables for Replacement Unity Rectifiers (re-use existing 1/0 AWG, AWM battery cables)			0	\$ -
4.104	N/A	N/A	Lugs for Unity Battery Cables, 1/0 AWG (not required, re-use existing battery cables)			0	\$ -
4.105	DOX8	SitePro1	Anti Oxidant Joint Compound, 8oz.	\$	47.58	1	\$ 47.58

4.106	GHK38	Sitepro1	Stainless Steel Hardware Kit (3/8" x 1-1/4" 10 pk) includes hex bolt, flat washer, split washer , and nut	\$	16.38	13	\$	212.94
4.107	500MCM	Various	500MCM Ground Cable	\$	926.10	1	\$	926.10
<b>4.200</b>	<b>Load Cables</b>							
4.201	Southwire #57128501	Graybar	TelcoFlex L2 Central Office Cable, AWG 4/0, Copper, Tray-rated, Black, 90 degrees C for Load Distribution Cables - Modular HE to Aux. Dist.	\$	7.98	700	\$	5,586.00
4.202	Various (Panduit, IlSCO, Burndy)	Various	Two Hole, Compression Lugs, AWG 4/0, Long Barrel, Inspection Window, 3/8" Hole, 1" Spacing for Load Distribution Cables at Cencom	\$	8.56	25	\$	214.00
4.203	Southwire #56977001	Graybar	TelcoFlex L2 Central Office Cable, AWG 2/0, Copper, Tray-rated, Black, 90 degrees C for Load Distribution Cables - Unity to existing dist.	\$	5.75	330	\$	1,897.50
4.204	Various (Panduit, IlSCO, Burndy)	Various	Two Hole, Compression Lugs, AWG 2/0, Long Barrel, Inspection Window, 3/8" Hole, 1" Spacing for Load Distribution Cables	\$	9.66	55	\$	531.30
<b>5.000</b>	<b>Professional Services</b>							
<b>5.100</b>	<b>Engineering Services</b>							
5.101	(Provide if proposed)		(Provide Detailed Description)			0	\$	-
5.102	(Provide if proposed)		(Provide Detailed Description)			0	\$	-
<b>5.200</b>	<b>Field Services</b>							
5.201	Unity Rectifier Replacement		Replace Unity Rectifier Systems ( Single battery systems)	\$	11,720.12	10	\$	117,201.20
5.202	Unity Rectifier Replacement		Replace Unity Rectifier Systems (Dual battery systems)	\$	12,028.24	1	\$	12,028.24
5.203	Modular Rectifier Installation		Install New Modular Rectifier System	\$	33,761.72	1	\$	33,761.72
5.204	Battery Replacement		Replace Existing Batteries at Gold Mountain	\$	5,045.56	1	\$	5,045.56
5.205	Battery Installation		Install New Batteries at Cencom	\$	7,508.34	1	\$	7,508.34
5.206	Initial Charge of Batteries		Initial Charge of Batteries Prior to Installations	\$	780.00	2	\$	1,560.00
5.207	Grounding Improvement at Cencom		Upgrade Grounding in the Cencom Electrical Room for new DC Power System	\$	910.00	1	\$	910.00
5.208	Training		Training	\$	1,251.39	2	\$	2,502.78
<b>5.300</b>	<b>Equipment Removal and Disposal</b>							
5.301	Old Flatpack Rectifier		Remove and Dispose of Old Eltek Flatpack Rectifiers	\$	1,610.36	1	\$	1,610.36
5.302	Batteries		Remove Dispose of Gold Mountain Batteries	\$	5,045.56	1	\$	5,045.56
5.303	Batteries		Remove and Dispose of Cencom Batteries	\$	2,502.78	1	\$	2,502.78
5.304	Batteries		Lead Credit (lbs.)	\$	(0.07)	10400	\$	(696.80)

5.400	Other					
5.401	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 1	\$	360.00	1 \$ 360.00
5.402	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 2	\$	378.00	1 \$ 378.00
5.403	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 3	\$	397.00	1 \$ 397.00
5.404	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 4	\$	417.00	1 \$ 417.00
5.405	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 5	\$	438.00	1 \$ 438.00
5.406	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 6	\$	460.00	1 \$ 460.00
5.407	Operation and Maintenance Services		Modular Rectifier Operations and Maintenance Costs - Year 7	\$	483.00	1 \$ 483.00
5.408	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 1	\$	360.00	11 \$ 3,960.00
5.409	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 2	\$	378.00	11 \$ 4,158.00
5.410	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 3	\$	397.00	11 \$ 4,367.00
5.411	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 4	\$	417.00	11 \$ 4,587.00
5.412	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 5	\$	438.00	11 \$ 4,818.00
5.413	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 6	\$	460.00	11 \$ 5,060.00
5.414	Operation and Maintenance Services		Unity Rectifier Operations and Maintenance Costs - Year 7	\$	483.00	11 \$ 5,313.00
5.415	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 1	\$	480.00	12 \$ 5,760.00
5.416	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 2	\$	504.00	12 \$ 6,048.00
5.417	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 3	\$	530.00	12 \$ 6,360.00
5.418	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 4	\$	557.00	12 \$ 6,684.00
5.419	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 5	\$	585.00	12 \$ 7,020.00
5.420	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 6	\$	615.00	12 \$ 7,380.00
5.421	Operation and Maintenance Services		Battery Operations and Maintenance Costs - Year 7	\$	646.00	12 \$ 7,752.00

<b>6.000</b>	<b>Freight &amp; Other</b>							
<b>6.100</b>	<b>Freight WA</b>		Batteries Freight	\$	6,120.00	1	\$	6,120.00
			Power equipment Freight	\$	8,140.00	1	\$	8,140.00
<b>6.200</b>	<b>Applicable Taxes</b>		Sales Taxes	\$	54,005.49	1	\$	54,005.49
<b>6.300</b>	<b>Management Discounts</b>			\$	-		\$	-
<b>6.400</b>	<b>Other</b>						\$	-
			Performance and Payment Bonds with Taxes	\$	15,512.96	1	\$	15,512.96
<b>Grand Total</b>							<b>\$</b>	<b>659,798.79</b>

# Exhibit 4

## Responsibility Matrix Kitsap 911 DC Power Systems and Services

V1

## Exhibit 4 - RESPONSIBILITY MATRIX

This Responsibility Matrix outlines equipment or other implementation tasks that are being provided by BPS or KITSAP. A more detailed Statement of Work, focused on project services being provided by BPS, can be found in Exhibit 3.

<b>Contract Number</b>	<b>K911-075</b>	<b>VERSION / DATE</b>	V1 -12/7/2023
<b>Contract Name</b>	<b>Kitsap 911 DC Power Systems</b>		

<b>Responsible</b>	The person responsible to get the task done.
<b>Approve</b>	The person approving the task completed by the Responsible person. Task does not proceed without the review and approval.
<b>Consult</b>	People not directly involved with carrying out the task but Consult for their expertise. Involves two-way communication.
<b>Inform</b>	Stakeholders receiving the output from a process or task and have a need to stay Inform. Involves one-way communication.

	<b>Task Activity</b>	<b>Role</b>		<b>Comments</b>
		<b>BPS</b>	<b>KITSAP</b>	
<b>Design</b>				
<b>1.1</b>	<b>Documentation</b>			
1.1.1	DC Power Systems Documentation Plan	Consult	Responsible	
1.1.2	Shared File System	Responsible	Approve	
1.1.3	Detailed Design Drawing Package	Consult	Responsible	
1.1.4	Markup (red line) Design Drawings	Responsible	Consult	
1.1.5	Update Design Drawings	Consult	Responsible	

<b>Installation &amp; Testing</b>				
<b>2.1</b>	<b>Ordering/Manufacturing</b>			
2.1.1	Visit sites to confirm equipment, materials, and Methods to install/remove equipment	Responsible	Consult	
2.1.2	Review and update equipment in the Bill of Materials for ordering	Responsible	Approve	
2.1.3	Place Order with manufacturers and distributors	Responsible	Inform	
2.1.4	Provide order confirmations with equipment delivery dates	Responsible	Inform	
2.1.5	Receive batteries and report battery arrival	Responsible	Inform	
2.1.6	Receive DC Power equipment and report equipment status	Responsible	Inform	
<b>2.2</b>	<b>Installation</b>			
2.2.1	Develop Installation MOPs	Responsible	Approve	
2.2.2	Develop Installation Checklists	Responsible	Approve	
2.2.3	Develop System Acceptance Documents	Responsible	Approve	
2.2.4	Obtain permits from AHJ as needed	Responsible	Inform	
2.2.5	Coordinate and be onsite for permit inspections	Responsible	Inform	
2.2.6	Close all permits obtained by BPS	Responsible	Inform	
2.2.7	Develop Installation temporary power and new equipment	Responsible	Inform	
2.2.8	Install all equipment and materials per Approved MOP	Responsible	Approve	
2.2.9	Complete installation checklists	Responsible	Approve	
2.2.10	Complete system acceptance documents	Responsible	Approve	
2.2.11	Complete 30 day Fault-Free Operational period	Responsible	Approve	



<b>Project Management</b>				
<b>2.6</b>	<b>Project Management</b>			
2.6.2	Provide Overall project responsibility	Responsible	Consult	
2.6.3	Participate in project meetings and conferences	Responsible	Responsible	
2.6.4	Remote Participation (teleconferences)	Responsible	Responsible	
2.6.5	Create meeting minutes	Responsible	Consult	
2.6.6	On-Site Participation (requiring travel, lodging & meals)	Responsible	Responsible	
2.6.7	Develop and Maintain Project schedule	Responsible	Consult	
2.6.8	Coordinate and support shared file system access and issues	Responsible	Consult	
2.6.9	Upload all equipment manuals after approved design	Responsible	Inform	
2.6.10	Manage all project documentation including Project Close Out documentation	Responsible	Inform	
2.6.11	Manage project close out	Responsible	Approve	
<b>Services</b>				
<b>2.7</b>	<b>Training</b>			
2.7.1	Coordinate User Training	Responsible	Consult	
<b>2.8</b>	<b>Annual Maintenance</b>			
2.8.1	Annual Maintenance Report Form	Responsible	Approve	
2.8.2	Schedule Annual Maintenance	Responsible	Approve	
2.8.3	Perform Annual Maintenance and Report Results	Responsible	Approve	

# Exhibit 5

## Warranty and Annual Maintenance Kitsap 911 DC Power Systems and Services

V1

# 1. Warranty and Annual Maintenance

This Exhibit 5 of the BPS DC power systems contract describes the warranty and annual maintenance provided by BPS for the KITSAP system. KITSAP self-maintains many of its technical systems including its DC power systems and will provide its own Level 1 repairs of the DC power system after the warranty period.

In addition to the warranty descriptions, Exhibit 5 also describes the contract annual maintenance of the DC power systems and batteries by BPS for a period of seven (7) years.

BPS and KITSAP understand some situations may require BPS to be onsite to assist in the resolution of an issue with the system. There will be no cost for this onsite work under the warranty agreement.

If KITSAP requires additional support to augment their normal Level 1 servicing of the DC power systems, KITSAP agrees to work with BPS in scheduling these resources and the cost of such support will be outside of the support agreement per the rates outlined in Exhibit 3 Services SOW Pricing.

## 1.1. BPS Warranty

BPS guarantees the quality of its workmanship for a period of one (1) year after the completion and acceptance of the project. Title to all equipment furnished by BPS will be passed to KITSAP upon project completion.

BPS must perform all maintenance, servicing, removal and replacement of defective parts, and adjustments and measurements to maintain the equipment supplied under this contract to the manufacturer's specifications for a period of one (1) year from the date of KITSAP acceptance of the system.

BPS must provide KITSAP with written documentation after each service call describing the service performed, the cause of the outage or repair, and post repair testing, programming, or other actions taken to verify proper operation. If KITSAP spares were used in the repair, the item number or model number and serial number of the spare used, and the defective unit replaced must also be documented. BPS must return the defective unit to a location specified by KITSAP.

BPS must have a technician with training and competency to maintain the supplied equipment in a timely manner on 24-hour call at all times during the warranty period. KITSAP must be given the phone numbers and email addresses of the people to contact in an emergency. The designated technician on call must be located within a 60-minute normal driving range of the KITSAP site at 911 Carver St., Bremerton, WA.

When a malfunction is reported and service is requested, a BPS technician must be en-route to the equipment location to effect emergency repairs within 60 minutes after BPS was notified by KITSAP requesting service.

BPS must provide the names of the people acting as the primary contact point for service, complaints, and general inquiries. Their names, email addresses, and telephone numbers must be given to KITSAP.

KITSAP may at its discretion elect to have its technical staff on site during the warranty, repair, and maintenance actions. This presence will be to witness and possibly assist in the equipment repair or upgrade process as desired.

BPS must provide the after-warranty services for board and module level return and repair service for the following:

- Next business day request for RMA (Return Material Authorization).
- After receipt of RMA, next business day turnaround from receipt of the defective unit to return shipment.
- Next business day scheduling of delivery or installation after receipt of repaired/replaced defective unit.
- Advance Replacement where a replacement unit is sent for use by KITSAP prior to removal of service of the defective unit and KITSAP returns the replacement unit to the repair depot after receiving the KITSAP repaired unit.

All warranty and repair work must be done in a manner that the original operation of the system is restored to these specifications or the manufacturer's original specifications, whichever is more stringent. All replacement parts must be of new manufacturer, appearance, and performance. Any replacement parts or modules with a shelf life must have the original shelf life starting from the time of receipt by KITSAP as when the unit was manufactured.

## **1.2. Eltek (Delta Electronics US) Warranty**

Eltek (Delta Electronics US) provides a limited twelve (12) month warranty as described in the Warranty Statement included in Appendix 5A.

## **1.3. Enersys Product Warranty**

Enersys provides a seven (7) year warranty for Valve Regulated Lead Acid (VRLA) batteries used in telecommunications applications. The description of the product warranty is provided in Appendix 5B.

## **1.4. Diversitec Extended Warranty**

Diversitec has agreed to extend the limited twelve (12) month warranty described in the Delta Electronics US (Eltek) Warranty Statement effective November 18, 2019, in Appendix 5C for an additional six (6) months of warranty for a total of eighteen(18) months on equipment purchased in support of the Kitsap 911 project.

## 2. Annual Maintenance

BPS will provide annual maintenance on the DC power systems. BPS will provide a sample annual maintenance report for review and approval by KITSAP prior to the first maintenance visits. Table 1 provides the minimum activities for the annual maintenance checks.

**Table 1: Minimum Annual Maintenance Checks**

Minimum Annual Maintenance Checks
1. Verify operation and accuracy of all applicable panel indicators and meters. Record measurements.
2. Record site info – DC power system & battery – Manufacturer, Model Number, Serial Number, Date Codes, ambient and battery temperature, and previous maintenance reports. Provide resulting inventory data to KITSAP.
3. Installation evaluation: Check site for correct installation, feed and load breaker sizing, wire sizing, battery sizing and mechanical connections. Record any discrepancies.
4. Rectifier/Charger check: Check and adjust float/equalize settings, current limit settings, and alarm set points. Record results.
5. DC power system components: Check and adjust Low Voltage Disconnect, status panels, Circuit Breakers and fuse panels, battery disconnects on DC Power System and any applicable items. Record results.
6. Verify proper operations of all external alarms and alarm circuits. Record results.

### 2.1 Annual Maintenance Pricing

The pricing for the annual maintenance services listed in Table 1 is provided by site in Table 2. BPS will invoice for the annual maintenance services after the services are provided.

**Table 2: Annual Maintenance Checks Pricing per Site**

Site	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Annual Maintenance Cost
<b>Cencom</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>E30</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Gold Mountain</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Hansville Road</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Lincoln Hill</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Mandus Olson</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Newberry Hill</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Orchard Heights</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Purdy</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Simon Point</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Suquamish</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Teal Lake</b>								
Rectifier System	\$360	\$378	\$397	\$417	\$438	\$460	\$483	\$2,933
Battery Maintenance	\$480	\$504	\$530	\$557	\$585	\$615	\$646	\$3,917
<b>Annual Totals</b>	<b>\$10,080</b>	<b>\$10,584</b>	<b>\$11,124</b>	<b>\$11,688</b>	<b>\$12,276</b>	<b>\$12,900</b>	<b>\$13,548</b>	<b>\$82,200</b>

# Appendix 5A

## Eltek Warranty Statement



### Warranty Statement

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Limited Twelve (12) Month Warranty

Effective November 18, 2019

Delta Electronics US (DEUS) warrants to the customer that DEUS's goods will be free from defects of material and workmanship at the time of shipment and will be in accordance with specifications, which are made as a part of the sales contract by reference thereto. DEUS's warranty applies under the following terms and conditions:

1. The limited warranty extends for a period of twelve (12) months from date of shipment (unless otherwise indicated)
2. DEUS' s sole obligation under this warranty is limited to either repairing or replacing defective goods or refunding the purchase price for such goods, at DEUS' s sole option, and the customer's sole and exclusive remedy under this warranty will be limited to said repair, replacement, or refund. All duties, tariffs and customs are the sole responsibility of the customer.
3. This warranty extends only to, and is intended for the benefit only of, customer (original purchaser), and does not obligate, and shall not be construed to obligate, DEUS to any person or organization other than customer.
4. The customer shall return such defective part or parts to DEUS's factory, transportation prepaid, immediately upon customer's discovery of the defect in question by contacting DEUS and requesting return material authorization (RMA). On occasions deemed necessary, advance replacements may be provided at DEUS's sole discretion. If the defective equipment is not received by DEUS within 60 days of issuance of the RMA, an invoice will be issued for the advance replacement unless other arrangements are made.
5. The customer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a. The product has been subjected to misuse, neglect, accident, exposure to environmental conditions not conforming to the product's specified limits of operation, improper handling or transportation, improper installation or maintenance, or has been altered or repaired by anyone other than DEUS or its authorized representative.
  - b. The product has been damaged from external causes such as collision with an object, from exposure to weather conditions, force majeure, battery leakage, or improper use of an electrical source.
  - c. The product serial number plate has been removed, defaced or altered.
  - d. The product has been subjected to theft, damages due to negligence, or vandalism.
  - e. The software has been damaged by computer or internet viruses, including but not limited to: bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended by DEUS.
  - f. The product has been operated beyond rated capacity, operated outside of the product specifications, used or applied negligently or improperly, or used with parts which are not made or recommended by DEUS.
  - g. The warranty does not extend to products damaged in transit (claims to be handled by consignee, unless otherwise indicated).
  - h. Third party products and services are sold "as-is" without a warranty from DEUS, but may be covered under the manufacturer's pass-through warranty.
  - i. DEUS is not liable for any claim or claims for damages which may result, either directly or indirectly, from any defect in any part or parts manufactured by DEUS including consequential damages.
6. Extended Warranty coverage is available for up to 5 years at the time of original purchase.
7. For Outdoor Enclosure applications, the warranty shall be only valid if the product is installed, maintained and operated as guided by DEUS. For guidance on lightning and surge protection, adequate grounding, and environmental guidelines please consult DEUS at time of purchase.
8. DEUS grants an extended corrosion warranty against rust-through perforation of a cabinet which is valid for 3 years from date of shipment of the products by DEUS. As used herein, "Rust-through perforation" means that the primary functions of the cabinet, being protection of the installed cabinet and mechanical strength and capacity, have significantly deteriorated.

In lieu of returning the defective part or parts to DEUS factory as specified in subparagraph (4) above, the customer may request DEUS to make the necessary repairs on site when, in the sole discretion of DEUS, such repairs on site are practicable. Labor shall be billed to the customer at one-half the service rate in effect at the time, and the customer shall reimburse DEUS for all travel and living expenses incurred by DEUS in connection with an on-site repair, in accordance with current rates.

**NOTE:** Where a customer has a valid Contract or Agreement with DEUS, that contract supersedes the terms and conditions in this statement.

# Appendix 5B

## EnergSys Product Warranty

AM-VRLAFL-WS AA May 2018



### PRODUCT WARRANTY

LEAD ACID STATIONARY BATTERIES  
VALVE REGULATED LEAD ACID FLOAT SERVICE

PowerSafe® DDm, DDmP, DDr, OPzV

EnergSys Delaware Inc. ("EnergSys") warrants PowerSafe® DDm, DDmP, DDr and OPzV Valve Regulated Lead Acid (VRLA) float service batteries and racks against defective materials and workmanship for the full period as defined in Table A; (i) from the date the battery is placed in service or; (ii) the full period plus six months from the date of shipment, whichever occurs first.

- A. If initial physical inspection identifies flaws in material or workmanship that would impair life of the battery, as defined by this warranty, or product performance, as defined by EnergSys' electrical and physical specifications as published at the time of shipment and these flaws are not due to transportation damage or installation abuse;
- OR-
- B. If on initial "Acceptance Test", as defined in IEEE Std. 1188, "IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve Regulated Lead Acid (VRLA) Batteries for Stationary Applications", the properly installed battery string fails to meet the published performance ratings\* per EnergSys' latest published catalog data at the time of shipment;

In the event of either A or B above, contact your nearest EnergSys sales representative to request instructions. You will be instructed either a) to return the equipment to an EnergSys factory or service center location, FOB Destination-Freight Prepaid, for examination, or b) to wait until an EnergSys representative arrives at the site to inspect the equipment.

If EnergSys determines in its sole discretion that the battery is physically or electrically unsound due to defective materials or workmanship on the part of EnergSys, the defective battery(ies) will be repaired or replaced, at the sole option of EnergSys, without charge to the original purchaser ("User") for replacement materials. However, costs of replacement installation including but not limited to equipment, travel expenses of EnergSys representatives, and costs of material transportation expenses shall be borne by the User. The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

\* Published performance ratings. Initial capacity shall be a minimum of 90 percent of the rated string capacity upon shipment per IEEE-1188.

The battery is warranted to have a float service life from the date of shipment, as stated below, and based on conditions stipulated in the installation/maintenance instructions.

Type	Full Warranty		Pro Rata
		Period	
DDm/P - Telecommunications		7 years	N/A
DDm/P - Utility		3 years	17 years
DDr		1 year	18 years
OPzV		1 year	14 years

Annual average battery temperature	Any cell temperature not to exceed for more than 30 days per year
77°F (25°C)	89°F (32°C)

(over)



Normal battery float life may be expected only when the battery is operated under the aforementioned temperature conditions. If operation of the battery is not within these parameters, the battery warranty shall be null and void.

Useful service life is considered to have expired when the battery fails to deliver 80% of its rated string capacity. The rated string capacity is that which is published in EnerSys catalog literature at the time of shipment. The determination of actual capacity shall be made in accordance with the "performance test" guidelines of IEEE Std. 1188. If the battery is maintained per the installation/maintenance instructions and other recommendations contained in this document and fails to deliver 80% of its rated string capacity, EnerSys shall credit the purchaser (user) toward the purchase of a new EnerSys battery of equal or greater amp-hour capacity.

The full warranty per Table A and the remainder of designed float service life as pro rata.

$$\text{Credit (\$)} = \text{Original Net Price} \times \left( 1 - \frac{\text{Monthsof Expired Life}}{\text{Monthsof WarrantedLife}} \right)$$

#### EXCLUSIONS AND LIMITATIONS

1. For batteries stored at a maximum temperature of 77°F (25°C), the battery must be given freshening charges a minimum of every six (6) months for Lead-Calcium after shipment from the factory and until final installation. Refer to the installation and maintenance instructions for maximum storage intervals.
2. At least once every twelve (12) months, battery readings must be taken and recorded per the current published EnerSys installation/maintenance instructions. These records must be maintained for warranty claim purposes. Failure to do so will invalidate the warranty, at the sole discretion of EnerSys.
3. This warranty applies only to the original United States and Canada domestic User and is non-transferable internationally, except with the express written consent from EnerSys headquarters in Reading, PA.
4. This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear.
5. EnerSys assumes no responsibility for any work accomplished or expenses incurred except with the express written consent from EnerSys headquarters in Reading, PA.
6. Movement of batteries from original point of installation shall immediately void this product warranty, except with the expressed written consent from EnerSys headquarters in Reading, PA.
7. Any storage shall be in a dry area having an average ambient temperature of 77°F (25°C), or less, and in accordance with EnerSys published installation/maintenance instructions.
8. Repair or attempted repair of the Battery by anyone other than an authorized EnerSys representative shall void this warranty.
9. The battery must be charged, installed and maintained in accordance with the current guidelines and/or instructions published by EnerSys. Failure to do so will invalidate the warranty at the sole discretion of EnerSys.
10. The acceptance of the Battery shipped to EnerSys shall not be deemed an admission that the Battery so shipped is defective. The Battery shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' sole property.

**THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE BATTERY AT ENERSYS' SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBIITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE BATTERY. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.**

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.

# Appendix 5C

## Diversitec Extended Warranty Letter



December 8th, 2023

Tina McGraw  
Maicom, LLC  
201 North Frontage Road  
Pacific, WA 98047

Subject: Extended Warranty Coverage for Kitsap 911 Project

To: R. Scott Peabody, PE  
Radio Program Manager  
Kitsap 911

Diversitec will extend the limited twelve (12) month warranty described in the Delta Electronics US (Eltek) Warranty Statement effective November 18, 2019 for an additional six(6) months of warranty for a total of eighteen(18) months on equipment purchased in support of the Kitsap 911 project.

Sincerely,

Jay Lewis  
Account Manager – Diversitec, LLC

# Executive Summary

## Kitsap 911 Board of Directors

**Summary:** For the year ended December 31, 2023 (100.00% of the year elapsed), revenues were above, and operating expenditures were below expectations.

**Revenues:** As of December 2023, we received approximately \$20.1M (106.61%) of projected annual revenues, exceeding our annual forecast of \$18.8M by approximately \$1.2M (6.61%).

Revenues	Expected	Actual	Variance	
<b>Sales Tax 1</b>	\$6.61 M	\$7.00 M	\$0.38 M	●
	100.00%	105.80%	5.80%	
<b>Sales Tax 2</b>	\$6.61 M	\$7.00 M	\$0.38 M	●
	100.00%	105.80%	5.80%	
<b>Excise Tax</b>	\$2.61 M	\$2.69 M	\$0.07 M	●
	100.00%	102.86%	2.86%	
<b>Other Revenues</b>	\$2.97 M	\$3.38 M	\$0.40 M	●
	100.00%	113.51%	13.51%	
<b>Total Revenue</b>	<b>\$18.82 M</b>	<b>\$20.06 M</b>	<b>\$1.24 M</b>	●
	<b>100.00%</b>	<b>106.61%</b>	<b>6.61%</b>	

We received approximately \$14.0M (105.80%) in total sales tax revenues, which was above our annual forecast of \$13.2M by approximately \$767K (5.80%). Total sales tax revenues are divided evenly on the table above between our two 1/10<sup>th</sup> of 1% allocations, each receiving approximately \$6.6M for the year.

We received approximately \$2.7M (102.86%) in combined excise tax revenues, which was above our annual forecast of \$2.6M by approximately \$75K (2.86%). In December, telephone excise taxes were approximately 27% lower than the year-to-date monthly average, but wireless, prepaid, and VoIP excise taxes were normal.

Other revenues received were \$3.4M (113.51%), which was above our annual forecast of \$3.0M by approximately \$402K (13.51%). In December 2023, the variance from budget was primarily due to normal timing differences in the receipt of tower lease and user agency payments.

**Operating Expenditures:** As of December 2023, we expended approximately \$13.5M (98.38%) of our total operating expenditures appropriation, which was under our annual expectation of \$13.7M by approximately \$222K (1.62%).

Operating Expenditures	Expected	Actual	Variance	
Operating Salaries & Benefits	\$11.13 M 100.00%	\$10.96 M 98.52%	\$0.16 M 1.48%	●
Operating Non-Labor	\$2.59 M 100.00%	\$2.54 M 97.81%	\$0.06 M 2.19%	●
<b>Total Operating Expenditures</b>	<b>\$13.72 M 100.00%</b>	<b>\$13.50 M 98.38%</b>	<b>\$0.22 M -1.62%</b>	●

We expended approximately \$11.0M (98.52%) of our total operating salaries and benefits budget, which was below our annual goal of \$11.1M by approximately \$165K (1.48%).

We expended approximately \$2.5M (97.81%) of the total Operating Supplies, Services, and Inter-fund expenditures, which was under our annual goal of \$2.6M by approximately \$57K (2.19%).

**Radio, LMR, and MCT Replacement Project Expenditures:** As of December 2023, we expended approximately \$3.5M (34.13%) of our total annual appropriation of \$10.2M.

Radio, LMR, & MCT Replacement Projects	Appropriation	YTD	Remaining	
Technical Projects	\$9.83 M 100.00%	\$3.16 M 32.12%	\$6.67 M 67.88%	●
Non-Operating Labor	\$0.36 M 100.00%	\$0.32 M 89.70%	\$0.04 M 10.30%	●
<b>Total Non-Operating Expenditures</b>	<b>\$10.18 M 100.00%</b>	<b>\$3.48 M 34.13%</b>	<b>\$6.71 M 65.87%</b>	●

**Other Capital Projects and Non-Operating Expenditures:** As of December 2023, we expended approximately \$1.9M (71.72%) of our total annual appropriation of \$2.6M.

Other Non-Operating Expenditures	Appropriation	YTD	Remaining	
Technical Projects	\$2.52 M 100.00%	\$1.82 M 72.45%	\$0.69 M 27.55%	●
Non-Operating Supplies and Services	\$0.09 M 100.00%	\$0.04 M 50.11%	\$0.04 M 49.89%	●
<b>Total Non-Operating Expenditures</b>	<b>\$2.60 M 100.00%</b>	<b>\$1.87 M 71.72%</b>	<b>\$0.74 M 28.28%</b>	●

**Reserves:** No reserves were used during 2023.

**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 Year Ended 12/31/2023

Description	2023 Annual Budget	December 2023 Expected Budget %	December 2023 YTD	Delta to Annual Budget	
				\$	%
<b>Revenues</b>					
Sales Tax 1	\$ 6,613,461	100.00%	\$ 6,996,904	(\$383,442)	105.80%
Sales Tax 2	6,613,461	100.00%	6,996,904	(383,442)	105.80%
Telephone Excise Tax	2,613,822	100.00%	2,688,544	(74,722)	102.86%
Other Revenues	2,974,311	100.00%	3,376,274	(401,963)	113.51%
<b>Total Revenues</b>	<b>\$18,815,055</b>	<b>100.00%</b>	<b>\$ 20,058,624</b>	<b>(\$1,243,570)</b>	<b>106.61%</b>
<b>Operating Expenditures</b>					
<b>Operating Labor</b>					
Salaries	\$ 8,819,946	100.00%	\$ 8,339,861	\$480,085	94.56%
Payroll Taxes	781,293	100.00%	663,413	117,880	84.91%
Benefits	2,147,265	100.00%	1,961,009	186,256	91.33%
Budgeted Attrition	(619,304)	100.00%	-	(619,304)	0.00%
<b>Total Labor</b>	<b>\$ 11,129,201</b>	<b>100.00%</b>	<b>\$ 10,964,283</b>	<b>\$164,917</b>	<b>98.52%</b>
<b>Operating Supplies and Services</b>					
Supplies	\$ 359,082	100.00%	\$ 505,310	(\$146,228)	140.72%
Professional Services	423,976	100.00%	488,737	(64,761)	115.27%
Communications	287,950	100.00%	305,412	(17,462)	106.06%
Travel	65,098	100.00%	30,438	34,660	46.76%
Advertising	9,673	100.00%	4,614	5,059	47.70%
Operating Rents/Leases	170,030	100.00%	177,445	(7,415)	104.36%
Insurance	114,942	100.00%	95,195	19,747	82.82%
Utilities	168,534	100.00%	185,120	(16,587)	109.84%
Repairs & Maintenance	900,301	100.00%	677,069	223,232	75.20%
Miscellaneous	92,478	100.00%	65,844	26,634	71.20%
<b>Total Supplies and Services</b>	<b>2,592,065</b>	<b>100.00%</b>	<b>2,535,185</b>	<b>\$56,880</b>	<b>97.81%</b>
<b>Total Operating Expenditures</b>	<b>\$ 13,721,266</b>	<b>100.00%</b>	<b>\$ 13,499,468</b>	<b>\$221,798</b>	<b>98.38%</b>
<b>Capital and Other Non-Operating Expenditures</b>					
<b>Radio, LMR, and MCT Replacement Projects</b>					
Technical Projects	\$ 9,827,857		\$ 3,156,346	\$6,671,511	32.12%
Non-Operating Labor	356,021		319,344	36,677	89.70%
Non-Operating Supplies and Services	-		-	-	0.00%
<b>Total Non-Operating Expenditures</b>	<b>10,183,878</b>		<b>3,475,690</b>	<b>\$6,708,188</b>	<b>34.13%</b>
<b>Other Capital and Non-Operating Expenditures</b>					
Technical Projects	\$ 2,515,584		1,822,598	\$692,986	72.45%
Non-Operating Supplies and Services	85,000		42,594	42,406	50.11%
<b>Total Non-Operating Expenditures</b>	<b>2,600,584</b>		<b>1,865,192</b>	<b>\$735,392</b>	<b>71.72%</b>
<b>Total Expenditures</b>	<b>\$ 26,505,728</b>		<b>\$ 18,840,350</b>	<b>\$7,665,378</b>	<b>71.08%</b>



# Kitsap 911

## Fund Balance Summary

<b>Net Fund Position</b>	<b>as of</b> <b>12/31/2023</b>
<b>Temporary Investment Balance</b>	\$ 9,818,556.04
<b>Cash Balance</b>	
Warrant Account	1,697,081.08
Payroll Account	627,376.79
Flex Spending Account	16,390.18
Petty Cash	400.00
<b>Cash Subtotal</b>	<u>2,341,248.05</u>
<b>Total Cash and Cash Equivalents</b>	<u><b>12,159,804.09</b></u>
Add: Outstanding Warrants	23,315.74
Less: Outstanding Receipts	-
<b>Net Fund Position</b>	<u><b>\$ 12,183,119.83</b></u>

**Funds Committed for Capital and Non-Operating Projects**

As of December 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	-	155,270.95	155,270.95	344,729.05	2023-001
40	UPS Hardware Replacement	300,000.00	300,000.00	-	658.74	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	108.02	108.02	108.02	249,891.98	2022-007
68	VX Rail Infrastructure	200,000.00	200,000.00	-	206,762.63	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	-	61,730.84	61,730.84	18,269.16	2022-002
44	Server Virtualization & Cyber Security	55,000.00	55,000.00	-	8,107.07	8,107.07	46,892.93	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
<b>Subtotal Capital Projects</b>		<b>\$ 2,783,000.00</b>	<b>\$ 2,783,000.00</b>	<b>\$ 108.02</b>	<b>\$ 571,185.75</b>	<b>\$ 571,185.75</b>	<b>\$ 2,211,814.25</b>	

**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	\$ -	\$ 21,158.85	\$ 21,158.85	\$ 3,978,841.15	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	691,167.10	1,227,449.38	1,228,852.53	771,147.47	2022-002
<b>Subtotal Non-Operating Projects</b>		<b>\$ 44,740,000.00</b>	<b>\$ 9,740,000.00</b>	<b>\$ 691,167.10</b>	<b>\$ 4,166,857.46</b>	<b>\$ 4,168,260.61</b>	<b>\$ 5,571,739.39</b>	
<b>Total Capital and Non-Operating Projects</b>		<b>\$ 47,523,000.00</b>	<b>\$ 12,523,000.00</b>	<b>\$ 691,275.12</b>	<b>\$ 4,738,043.21</b>	<b>\$ 4,739,446.36</b>	<b>\$ 7,783,553.64</b>	



**Funds Assigned**  
As of December 2023

Job Code	Project	Year Assigned	Total Funds Assigned	Current Month Expenditures	YTD Expenditures	LTD Expenditures	Assigned Funds Remaining
	<b>Stabilization Fund</b>	2023	\$ 2,188,277.00	\$ -	\$ -	\$ -	\$ 2,188,277.00
	<b>Microwave System (Equipment and Installation) - Cash Flow</b>	2023	6,996,903.59	-	-	-	<b>6,996,903.59</b>
	<b>Payroll Cashflow</b>	2023	350,000.00	-	-	-	<b>350,000.00</b>
29	<b>Unexpended Fire Alerting Project Funds</b>	2022	128,192.11	-	6,205.05	6,205.05	<b>121,987.06</b>
26	<b>Backup Center</b>	2022	108,673.07	-	-	31,326.93	<b>77,346.14</b>
50	<b>Simulcast Tuning</b>	2022	13,125.00	-	-	585.00	<b>12,540.00</b>
<b>Total Assigned Funds</b>			<u>\$ 9,785,170.77</u>	<u>\$ -</u>	<u>\$ 6,205.05</u>	<u>\$ 38,116.98</u>	<u>\$ 9,747,053.79</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	Complete-
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	Late
2023 14	Data Logging Software		3	Q2 2023	TBD	Rescheduled
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	Q1 2024	Rescheduled

Proj/Task#	Project/Initiative	Priority	Start	Completion	Status
2023 19	Offsite Backup Enhancements	3	Q2 2023	Q4 2023	Complete
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

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	Complete-
MV	5	Project Completion	2		Q1 2024	

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	Complete-
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	Complete
LMR	6	Project Kick off and begin system design work	1	Q4 2023	TBD	In Progress

# Kitsap 911 2024 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	13	Cad to Cad Interface with South Sound 911	2	Q3 2022	Q4 2023	In Progress
2023	14	Data Logging Software	3	Q2 2023	TBD	Rescheduled
2023	17	Secondary Edge Frontier License	3	Q3 2023	Q3 2024	In Progress
2023	18	Improve redundancy of VX Rail Infrastructure	3	4/1/2023	Q1 2024	Rescheduled
2023	19	Offsite Backup Enhancements	3	Q2 2023	Q4 2023	Complete
2023	20	Network Security Analysis	3	Q4 2023	Q1 2024	Not Started
2023	21	First Due Interface for Edge Frontier	4	Q4 2024	TBD	Not Started
2023	23	Replace AV System	4	Q4 2023	Q2 2024	In Progress
2023	24	Dispatch Floor Project - Carpet	3	Q4 2023	Q2 2025	In Progress
2023	25	Dispatch Floor Project - Soundproofing	3	Q4 2023	Q2 2025	In Progress
2023	26	Dispatch Floor Project - Console Furniture	2	Q4 2023	Q2 2025	In Progress

Microwave Replacement Project (Multi-Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
MV	5	Project Completion	2	1/22/2024	Q1 2024	In Progress

LMR Replacement Project (Multi -Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
LMR	6	Project Kick off and begin system design work	1	Q4 2023	TBD	In Progress