

Kitsap 911 Executive Committee Meeting

March 27, 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 \(02-28-2024\)](#) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
 - a. [A/P Warrant Numbers 6300 through 6379](#)
Total \$ 694,947.58
 - b. [Payroll Dated: 03-01-2024 and 03-15-2024](#)
Total: \$ 833,890.00
 - c. Use Tax Dated: None for February
Total Increase: \$
6. Ratification of Executed Contracts
 - a. [K911-078 Sabelhaus West Painting](#) (Jameson)
 - b. [K911-079 CEJA Engineering](#) (Jameson)
 - c. [KC197-24 Kitsap 911 AXON Tagging](#) (Jameson)
7. Action Items
8. Resolutions
 - a. [Resolution 2024-004](#) (Rogers)
9. Discussion Items
 - a. Hiring Subcommittee Report (Wheeler)
 - b. Senate Bill 5808 - Granting interest arbitration to certain public safety telecommunicators (Jameson)
10. Staff Reports (time-permitting)
 - a. Continuous Improvement Progress Reports
 - i. Finance (Rogers)
 - ii. Professional Standards (Andrews)
 - b. [Finance Report](#) (Rogers)
 - c. Staffing Report (Taylor)
 - d. [Goals and Tech Projects Update](#) (Wecker)
 - e. [LMR Project Update](#) (Wecker)
 - f. Emerging Issues (Jameson)
11. Good of the Order
12. Adjourn

Topic: Kitsap 911 Executive Committee

Time: This is a recurring meeting

Join Zoom Meeting

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Kitsap 911 Executive Committee Meeting Minutes
02/28/2024
Via Zoom or In-Person at Kitsap 911

Attendees:	Guests:
Director, Dusty Wiley (Chair)	
Director, David Ellingson (Vice Chair)	
Director John Gese	
Director, Greg Wheeler	
Director, Rob Putaansuu	
Strategic Advisory Board Chair, Rick Lagrandeur	
Strategic Advisory Board Vice Chair, Joe Clark	Absent:
Acting Executive Director, Maria Jameson-Owens	Radio Program Manager, Scott Peabody
Finance Manager, Steve Rogers	
Technical Systems Manager, Brandon Wecker	
Attorney, Ken Bagwell	
Human Resources Manager, Rachael Taylor	
Asst. Director of Operations, Jamie Donley	
Executive Assistant, Barrie Hillman	
Training Supervisor, Chris Law	
Assistant Radio Program Manager, Mark Nelson	
Professional Standards Manager, Jenn Andrews	

Call to Order. Vice Chair, Dave Ellingson, called the meeting to order at 1300.

Public Comment: None

Additions:

Budget Amendment needs to be an action item for vote to take it forward to the Board.

Director Ellingson indicated that the Performance Measures item for the Board meeting will be moved to staff reports.

Approval of Minutes from February 14, 2024

Director Dusty Wiley made a motion to approve minutes from February 14, 2024. Motion was seconded by Director Ellingson. Motion Passed.

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

**Director Wiley moved approval of A/P 6244 through 6299. Total \$601,754.27
Payroll dated 02/16/2024 Total: \$401,965.22
Motion was seconded by Director Gese. Motion Passed.**

Ratification of Executed Contract:

None

Action Items:

Executive Director Search Process

Director Ellingson asked the Kitsap 911 staff to leave the meeting. Director Ellingson summarized a few options for moving forward:

- Appoint Maria Jameson-Owens as Executive Director for the next 2.5 years until retirement and delay a director search but search for a deputy director.
- Start the Executive Director search now of which Ms. Jameson-Owens has indicated she would not put her name forward for a search. This would be a roughly \$60,000-70,000 cost.

The Directors discussed each option shortly but then consulted Attorney Ken Bagwell about going to executive session to discuss the qualifications of a candidate. Mr. Bagwell confirmed it would be appropriate to go to an executive session to continue the discussion.

Director Ellingson stated that according to RCW42.30.110.1g the Executive Committee would go into executive session for the purpose of discussing the qualifications of an employee for public service for ten minutes returning at 13:22. He confirmed there would be no action taken in the executive session but there may be action taken after the executive session.

The Executive Committee meeting resumed regular session at 13:22.

Acting Executive Director, Maria Jameson-Owens, confirmed that she would not apply for the position if a formal search was started now due to the short time left until she retires.

Director Wheeler moved to continue Maria as Acting Executive Director and to make her the chair of a search committee to search for a new Executive Director with a professional search organization. Director Putaansuu seconded. Motion passes.

Strategic Positioning Process

Director Ellingson indicated that the question is whether we should start the Strategic Positioning process as scheduled March 18th or delay it further. He felt that the new Executive Director would want to be part of that process.

Sheriff Gese indicated that he thinks it makes sense to postpone until we have a better idea of what lies ahead. Mayor Putaansuu and Director Wiley also agreed to delay for now. Director Ellingson indicated the Executive Committee will make that recommendation to the full board next week.

Ratification of Resolutions

Finance Manager, Steve Rogers presented several areas of amendment to the 2024 budget.

Operating Budget

The first change is to the beginning fund balance which reflects our actual beginning 2024 fund balance. Actual numbers always tend to vary from the initial estimate, so this isn't anything out of the ordinary. As reported in the December 2023 finance report, we came in about 1.5% under our operating budget last year, so only about \$230,000 of that difference is due to cost savings. The rest is unexpended capital projects money, savings from prior years, and higher-than-anticipated sales tax revenues.

Regarding sales tax revenues, there is a tapering-off of the explosive growth we've grown accustomed to. He shared a graph that shows the rates of growth from one year to the next. In 2019 and 2020, we saw essentially normal growth, but 2021 was a comparative anomaly, shooting up more than 16% in one year. 2022 still showed a larger than normal growth curve of 7.5%, but 2023's growth curve of 1.4% is the first time since the housing crisis of 2008 that we've seen a year-over-year increase of less than 2%. Mr. Rogers emphasized that is not trying to predict a recession or depression. This is instead an explanation about how we've been able to balance our operating budget without having to do a user fee increase these past few years by using these better-than-anticipated revenues, but that trend seems to be slowing down and rising inflation is always a factor to consider.

Mr. Rogers indicates that we should be okay for 2024, and 2025 is outside of the scope of this presentation, but we will need to take a hard look at Kitsap 911's future funding mix to be sure we have adequate resources to ensure public safety. He will have some recommendations starting in April.

Director Ellingson asked if the spike in sales tax revenue in 2022 was due to the new hospital being built. Mr. Rogers indicated that the hospital was part of it, but COVID relief funds and other factors contributed to the spike. There is less disposable housing income available to individuals now.

Mr. Rogers explained that the graph shows the increase in sales tax over the prior year, and we have had several volatile years, but the trend is that growth is slowing down.

Director Putaansuu confirmed he is seeing the same trend in Port Orchard sale tax revenues as well. Mr. Rogers continued to present on the resolution moving on to labor which shows an increase of about \$87,000. This is due to the Public Records Specialist position, which is currently filled by a part-time employee. At the time of the first 2024 budget presentation, plans for that position weren't final. Exhibit 3 of this resolution shows the difference has gone from 0.5 to 1.0. The sheer volume of public records requests and the unforeseen administrative burdens that the admin group has experienced recently are the reasons to request approval to change that position.

There is a decrease in computer software of \$20,000, but that's only a reclassification due to the implementation of new accounting guidance from the State Auditor's Office.

Changes between Applicant Medical Testing and Other Professional Service are reclassifications due to 1099 reporting requirements.

The increase in Lease Expenses is due to the backup center lease being finalized.

The SBITA Expense change is the other side of the software reclassification mentioned earlier, plus the addition of the annual cost for the new purchase order management software.

There is an increase for insurance on our building, boiler, vehicles, and other pieces of equipment and infrastructure. This increase is not due to any claims but is instead entirely due to a universal rate increase imposed by the insurance carrier which was far higher than anticipated.

The Repairs & Maintenance – Building line has an increase due to some needed equipment and furniture repairs, as well as replacements.

All in all, the total operating costs are expected to rise by about 1.3%.

Non-Operating Budget

For capital projects, the only changes to the placeholder budget that was passed last year are the addition of the Edge Frontier licenses project, the AV system replacement project, and the removal of the First Due Interface project.

In total, the capital projects budget increases by only \$15,000 [sic].

Radio Project Budget

For the radio project budget, the largest changes are in the beginning balance, and the expected capital outlay for the various radio and microwave projects. These costs are based on the milestone payments that Radio Program Manager, Scott Peabody, believes will take place during 2024, if the

current pace is maintained. Kitsap 911 won't spend any more than this, but it's possible that we could be carrying more than the \$760,000 ending balance forward into 2025.

The big takeaway from this is that we can fully fund all radio project activity using proposition 2 revenues for the entire year.

Again, 2025 is outside the scope of this amendment, we anticipate almost certainly having to incur some debt next year. What that looks like is still a bit up in the air, but the prediction is that we'll need to borrow about \$11M, but we'll have a broader conversation about future funding topics starting in April.

Director Ellingson asked what authorization do we have to bond right now? Mr. Rogers indicated we don't have authorization to bond right now, but we do have the Bond Reimbursement Resolution which allows us to replenish funds from tax exempt bond proceeds if the Board authorizes us to bond.

Full Time Equivalent (FTE) Change

Mr. Rogers closed with the FTE spreadsheet that shows the change to the public records specialist position from the prior approved .5 to 1.0 FTE.

Mr. Rogers asked for the Executive Committee's recommendation to take this resolution to the board meeting on March 5th for approval.

Director Putaansuu moved to approve of Resolution 2024-003 Amending the 2024 Operating, Radio Project, and other Capital Projects Budgets. Motion was seconded by Director Gese. Motion Passed.

Discussion Items

March 5, 2024 Board of Director's Meeting

Director Ellingson asked if there are any amendments to the agenda for the Board. He changed the Performance measures presentation to be part of the Staff Reports because we may not have enough time and it can be rescheduled to another meeting.

The primary topics on the Board Meeting Agenda currently are:

- Action Items
 - Executive Director Search Process
 - Approval of Board Minutes from 12/05/2023, 12/15/2023 and 01/30/2023
 - Election of Board Chair and Vice Chair
 - Appointment of Executive Committee
 - Approval of Resolution 2024-003 – 2024 Budget Amendment
- Discussion Items
 - Strategic Positioning Process
- Reports (time permitting)
 - Audit of Kitsap 911 Systems
 - Audit of Kitsap 911 Financials

- LMR Project Update
- Staffing Report
- Goals and Tech Project Report
- Finance Report
- Executive Committee Report –
- Annual Performance Measures

Staff Reports:

Staffing Report – Rachael Taylor

Human Resources Manager, Rachael Taylor, reported that there has been no change to our staffing since the last meeting; we currently have eight vacant positions on the dispatch floor.

We have one call receiver trainee on the floor about to be signed off. We have four in law enforcement dispatch training. We have three new trainees in their PCR academy and two assistant supervisors in training.

We have panel interviews this week for our trainee position. We plan to hire four trainees in April and another four in August.

We're hiring an administrative specialist and testing for that position will begin next week. We hope to have someone hired in early May.

We are fully staffed in our tech group.

Goals & Tech Projects Update – Brandon Wecker

Technical Services Manager, Mr. Wecker, reported on the following projects:

2019-3 - Replace UPS System

This is the project to replace the UPS at K911. We have selected the vendor and are in contract negotiations. Mr. Wecker will update the completion date once we have the contract completed.

2021-6 - Closest Unit Dispatch - Changing Gears Deployments

We are working with the final agency to complete their run card changes.

2022-13 - CAD to CAD with South Sound 911

This is the project to create an interface between our two CAD systems. South Kitsap, Gig Harbor, and Key Pen fire departments are meeting on February 27th. Once they have come to an agreement on how to move forward, we will be able to set a date for it to go live and start the burn in process.

2023-23 - Replace AV System

This is the project to upgrade and replace our building AV system with more room specific AV systems. We have reviewed and approved the cost sheet and begun ordering and receiving equipment.

2023-26 - Dispatch Floor Projects - Console Furniture, carpeting, soundproofing

These are the three projects to refresh the dispatch floor. We are currently evaluating the RFP responses for consoles. We have received temporary storage containers. We are scheduling the first round of flooring repair for our building which will be in our kitchen, and we are working on the full plan for the rest of the painting and flooring.

Continuous Improvement Progress (CIP) Reports

Training

Training Supervisor, Chris Law reported that the Training 2023 Continuous Improvement Progress Goals were to:

- Reduce the time a candidate spends from hire to sign-off by focusing on best practices for adult learning.
- Build Communications Training Officer (CTO) consistency and training delivery skills and improve training consistency by trainers attending workshops to enhance training for adult learners and to recognize how inconsistencies impact their training times.
- Professional Development (a shared goal with operations) – increase development in the industry for all employees to see an increase in employees joining other committees and/or the training program.

Ms. Law indicated that the 2024 Training goals include:

- Reduce time needed for certification (in all disciplines) from hire to sign-off and to achieve this, we will hold two CTO Workshops throughout the 2024 year with a focus on adult learning to improve the delivery of training curriculum to all new OPS employees. Achievement of this goal will be measured by comparing how long it took the 2024 trainees to achieve certification in all disciplines compared to the training time from the 2023 hiring.
- Increase the retention of new hire trainees, to include having them complete the PCR process and LE or Fire dispatching to sign-off – This can be accomplished by allowing a bit more time between PCR certification to start of dispatch training and potentially starting some trainees as fire first dispatchers. Successful achievement of this goal will be measured by the number of trainees who complete the initial PCR training then move on to radio dispatch training (either fire/LE or both) and successfully complete that certification through the employee probationary period.
- Continuing development for the CTO group around fostering an environment trainees feel safe to make errors and grow from. – We will have at minimum, two CTO workshops this year, with focused training on fostering a safe place for employees to make mistakes. This will be measured by a decrease in the number of trainees who quote a heaviness in too much feedback as the reason for not wanting to continue training partnered with successful completion of that portion of training with a desire to move on to the next phase.

Operations

Assistant Director of Operations, Jamie Donley shared that the 2023 CIP goals were:

- Reduce Overtime – Bring overtime to a reasonable level and work with HR on recruitment methods to make Kitsap 911 a place people want to work here and stay. By the end of 2022 we had worked almost 26% more overtime hours than 2021. We were on a steep upward trend that continued in the first part of 2023, but by the end of the year, we were down 6.43% from 2022.
- Intentional Culture – Continue applying what the Leadership Team and Supervisors learned from the School of Leadership and Intentional Culture Group with De Hicks to ensure that the culture expectations are not a directive but a value for all employees. For the past 4 years we've been working on our culture to make it a place that people want to work and want to stay here. We've found that employee engagement and productivity is directly influenced by a positive workplace culture. Throughout the year we talked about Intentional Culture at training days with employees, during our monthly supervisor meetings we continued discussions on what we learned in School of Leadership and conducted Stay Interviews with each employee. The way we measured this success was by employee satisfaction for 2023 compared to 2022. The Stay Interviews proved a profound change and Ms. Donley shared some quotes from those interviews that represented the success of this goal.
- Professional Development - Operation Supervisors met with employees about what they would like to do at Kitsap 911 or what path they see themselves taking. Each Supervisor followed up with employees who expressed interest in being promoted and going into supervisory roles, training, or committing to a committee. In 2023 we had five employees accepted into the Acting Lead role. We also held a Supervisor Assessment Center where three internal employees either were applying for Supervisor or Assistant Supervisor. From that assessment we had one internal candidate promoted to Supervisor and one who was promoted to Assistant Supervisor. Also, in 2023 we had three employees who expressed interest in going the training route. They were accepted into the Training group and have all become Certified Training Officers. Employees wanting to get involved in committees we had one accepted into the Peer Support Team, one into the Tech CCB Committee, and one accepted into the Telecommunicator Emergency Response Taskforce (TERT).

Ms. Donley shared the 2024 Continuous Improvement process for Operations are the same for 2023. This is due to seeing the importance of continuing these goals for one more year.

- Intentional Culture - continuing to conduct stay interviews with each employee and bring employees into the conversation to hear their perspectives and ensure the culture stays positive and inclusive. This will be measured by comparing 2023 Stay interviews with 2024. Success will be an increase in employee satisfaction and employee retention.
- Professional Development - We will continue to have check-ins and conversations with employees on where they want to go within Kitsap 911. Success of this initiative will be an increased number of employees joining committees, go into the training program, or supervisory roles.

- Reduce Overtime - We will continue to proactively review schedules quarterly during preparation, limit non-essential meetings, and training that would create overtime. The success of this initiative will be a decrease in the overall amount of overtime worked in 2024 compared to previous years.

Land Mobile Radio (LMR) Project Update – Brandon Wecker

Radio Program Manager, Scott Peabody, is on leave and Mr. Wecker presented on his behalf. He referenced slides that are attached below and provided a general summary of the items checked in green as those that have had significant progress completed.

In the center of Slide 1 is that puzzle icon that splits this project into 4 major projects. Blue is our main priority, user radios and user experience. Looking clockwise red are dispatch consoles, green is for infrastructure and yellow is microwave. Those color codes come from P25 specification for user needs. The second slide is what was shared last month. Comparing this to the work completed to date on Slide 1, we have 10% of radios on order. There is no promised date, but we expect some to arrive before March 31, 2024, because the vendor will want to recognize the sale in the first quarter. We can use these for early installations and testing. We expect these radios should arrive between April and May. When installed they will come with training material in the form of a card for mobiles and portables. We've cut over to the brand-new microwave system, we have begun work for the dispatch consoles and screens and some of the critical path items including DC power and bird deterrents on the sites. Overall, the progress has been tremendous.

Emerging Issues-

None

Good of the Order-

Ms. Jameson-Owens indicated that we had our onsite CALEA assessment, passed with flying colors and will be receiving our accreditation at the conference in July.

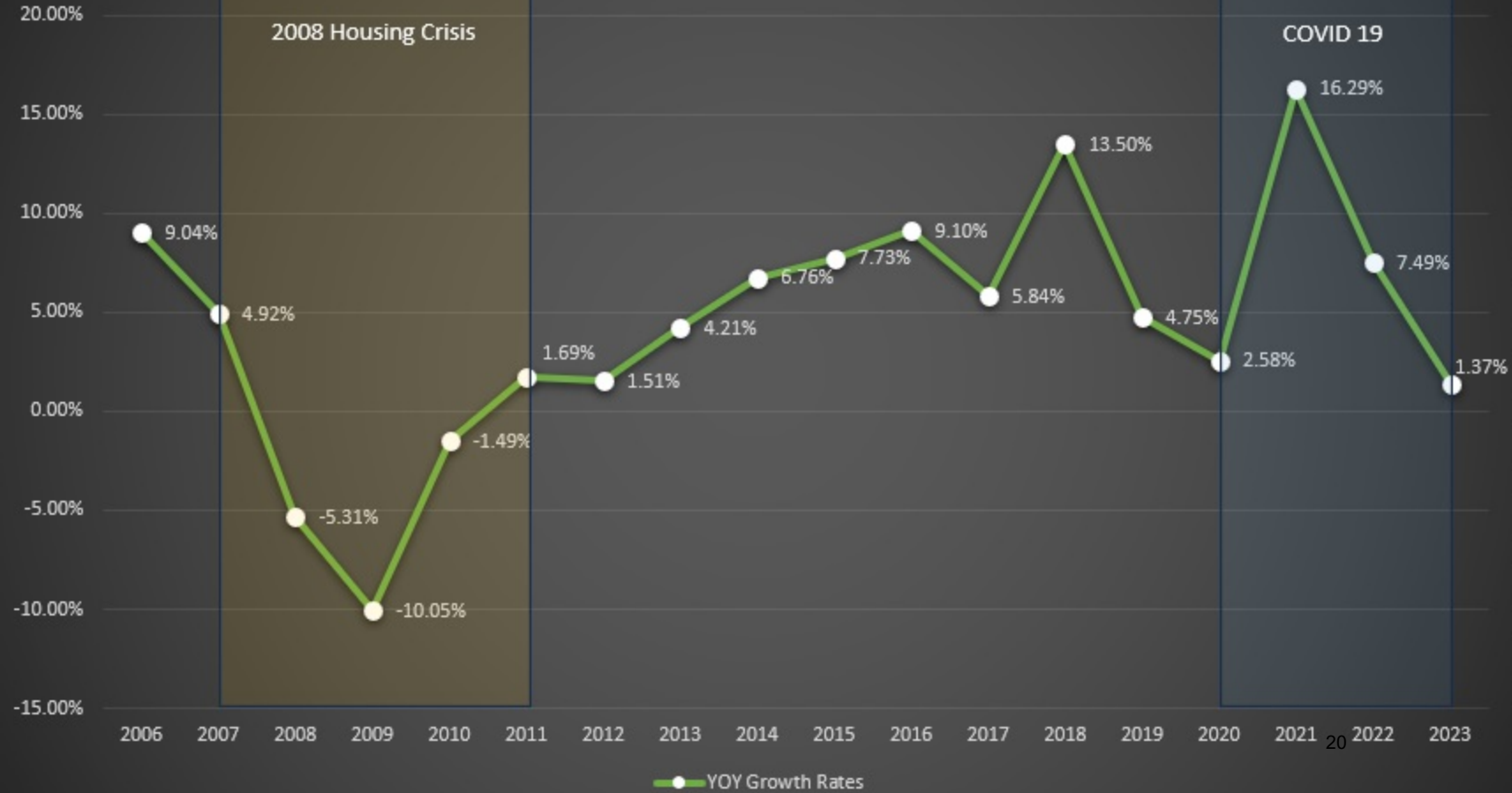
The meeting is adjourned at 1402.

The next regular meeting of the Kitsap 911 Executive Committee will be March 13, 2024.

Sales Tax Growth Rates

2008 Housing Crisis

COVID 19



Kitsap 911 Public Authority

Resolution 2024-003

Amending the 2024 Operating, Radio Project, and Other Capital Projects Budgets, and the 2024 Authorized Regular FTE Positions.

WHEREAS, on April 25, 2016 the Board of County Commissioners adopted ordinance 532-2016 enacting chapter 2.110 of the Kitsap County code (the “Ordinance”), creating the Kitsap 911 Public Authority; approving a charter therefor; establishing a Board of Directors to govern the affairs of Kitsap 911; and providing how Kitsap 911 shall conduct its affairs; and

WHEREAS, Kitsap 911 (the “Authority”) is a public corporation organized pursuant to RCW 35.21.730; and

WHEREAS, the charter requires the Board of Directors to adopt the budget and the Bylaws establishes the Service Fee Formula for certain agencies.

NOW, THEREFORE, BE IT RESOLVED by the Kitsap 911 Board of Directors as follows:

Section 1. 2024 Operating Budget Amended. The Board of Directors hereby amends the 2024 Operating and Other Capital Projects Budget, including operating revenues and appropriations as attached in Exhibit 1.

Section 2. 2024 Radio Project Budget Amended. The Board of Directors hereby amends the 2024 Radio Project Budget, including operating revenues and appropriations as attached in Exhibit 2.

Section 3. Authorized Regular FTE Positions. The Board of Directors hereby amends the 2024 Authorized Regular FTE Positions as attached in Exhibit 3.

Section 4. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a regular meeting of the Kitsap 911 Board of Directors on March 5, 2024, of which all Directors were notified, and a quorum was present.

KITSAP 911 BOARD OF DIRECTORS



DAVID ELLINGSON, CHAIR

ATTEST:



Maria Jameson-Owens, Acting Executive Director

Kitsap 911 Public Authority
2024 Budget Summary

**Amended
 2024**

1	Beginning Fund Balances		
2	308.31.00.0000	Beginning Restricted FSA Balance	11,721
3	308.31.00.0001	Beginning Restricted Balance	-
4	308.41.00.0001	Beginning Committed Balance	1,474,559
5	308.51.00.0001	Beginning Assigned Balance	1,883,796
6	308.91.00.0001	Beginning Unassigned Balance	3,772,619
7	Total Estimated Beginning Fund Balance		7,142,695
8	Operating Revenues		
9	Sales and Excise Tax		
10	337.16.00.0000	Emergency Communications Sales Tax 1	7,040,065
11	337.63.00.0000	Telephone Excise Tax	176,857
12	337.64.00.0000	Wireless Telephone Excise Tax	1,881,262
13	337.64.00.0001	Prepaid Wireless Telephone Excise Tax	283,092
14	337.65.00.0000	VoIP Telephone Excise Tax	305,113
15	361.40.00.0001	Penalties & Interest on Other Taxes	2,351
16	Subtotal Sales and Excise Tax		9,688,741
17	Service Fees and Surcharges		
18	342.80.50.0001	Service Fees (County, Cities, Fire Districts, Tribes Base Fees)	2,054,684
19	342.80.50.0002	Contract Revenues (Humane Society)	50,000
20	342.80.50.0004	Service Fees (Operating Surcharges i.e. i/Leads, First Due)	243,234
21	Subtotal Service Fees and Surcharges		2,347,918
22	Other Regular Revenues		
23	362.50.00.0000	Tower Leases	399,991
24	342.80.40.0002	Emergency Management Facility Maintenance Charges	-
25	334.01.80.0000	State E911 CPD Contract KC (WA State Military)	50,000
26	334.01.80.0000	Cyber Security Grant (WA State Military)	94,000
27	361.11.00.0001	Investment Interest	37,776
28	369.91.00.0000	Other Misc Revenue	9,367
29	Subtotal Other Regular Revenues		591,134
30	Grants and Other Revenues		
31	333.20.60.0000	State & Community HWY	970
32	342.80.50.0000	MCT NPRV Surcharges	99,541
33	Subtotal Grants and Other Revenues		100,511
34	Total Operating Revenues		12,728,304
35	Beginning Fund Balances and Total Operating Revenues		19,870,999

Kitsap 911 Public Authority
2024 Budget Summary

**Amended
 2024**

36	Operating Expenditures		
37	Operating Wages, Salaries, and Benefits		
38	528.32.10.0000	Regular Salaries	8,709,285
39	528.32.10.0001	Overtime Pay	755,747
40	528.32.10.0002	Retention Pay	-
41	528.32.10.0003	Sick Leave Payout	6,685
42	528.32.10.0004	Annual Leave Payout	27,644
43	528.32.10.0005	Shift Differential Pay	3,862
44	528.32.10.0006	Extra Help	44,583
45	528.32.10.0007	Out of Class Pay	5,000
46	528.32.10.0008	Miscellaneous Pay	86,177
47	528.32.10.0009	Salary/Benefit Attrition	(600,871)
48	528.32.10.0010	Recruitment Bonus	9,000
49	528.32.20.0001	Social Security	757,069
50	528.32.20.0002	PERS Retirement	918,095
51	528.32.20.0003	Medical Insurance	1,103,394
52	528.32.20.0004	Dental Insurance	80,454
53	528.32.20.0005	Life Insurance	9,342
54	528.32.20.0006	Meal Vouchers	20,084
55	528.32.20.0008	Unemployment Compensation	39,585
56	528.32.20.0010	Personnel Benefits	-
57	528.32.20.0011	Industrial Insurance	42,445
58	528.32.20.0012	PFMLA	21,182
59	528.32.20.0013	Out of State Payroll Taxes	1,000
60	Total Operating Wages, Salaries, and Benefits		12,039,763
61	Operating Supplies and Services		
62	Supplies and Fuel		
63	528.32.31.0000	Office Supplies	14,816
64	528.32.31.0001	Tech Supplies	1,560
65	528.32.31.0002	Employee Recognition	10,448
66	528.32.31.0003	Reference Materials	871
67	528.32.31.0004	Janitorial Supplies	7,124
68	528.32.31.0005	PEC Supplies	5,000
69	528.32.32.0000	Fuel-Generators	2,600
70	528.32.32.0002	Fuel-Towers	3,120
71	528.32.32.0003	Fuel Vehicle	7,696
72	Subtotal Supplies and Fuel		53,235
73	Computer Equipment and Software		
74	528.32.35.0000	Small Tools & Equipment	14,495
75	528.32.35.0001	Computer Software	349,699
76	528.32.35.0002	Computer Equipment	39,728
77	528.32.35.0003	Small Computer Equipment	13,000
78	Subtotal Computer Equipment and Software		416,922

Kitsap 911 Public Authority
2024 Budget Summary

**Amended
2024**

79	Professional Services		
80	528.32.41.0000	Engineering & Architectural	5,200
81	528.32.41.0001	Applicant Testing and Screening	20,482
82	528.32.41.0002	Management Consulting	42,497
83	528.32.41.0003	Legal Services	12,762
84	528.32.41.0004	Other Professional Service	259,513
85	528.32.41.0005	Advertising	9,263
86	528.32.41.0006	Legal Settlement Costs	-
87	528.32.41.0008	Translation Services	4,486
88	Subtotal Professional Services		354,202
89	Communication and Travel		
90	528.32.42.0000	Telephone	75,218
91	528.32.42.0001	Cellular Telephone	23,067
92	528.32.42.0002	Postage	4,775
93	528.32.43.0000	Mileage	5,087
94	528.32.43.0001	Travel	47,097
95	528.32.43.0002	Per Diem	16,228
96	528.32.43.0003	Non-Employee Mileage	-
97	528.32.43.0004	Non Employee Travel	520
98	Subtotal Communication and Travel		171,992
99	Equipment Rental and Leases		
100	528.32.45.0000	Rental Expense	5,738
101	591.28.70.0000	Lease Expense	212,163
102	591.28.70.0001	SBITA Expense	26,577
103	Subtotal Equipment Rental and Leases		244,478
104	Building Insurance and Utilities		
105	528.32.46.0000	Insurance	123,754
106	528.32.47.0001	Utilities-Water	3,548
107	528.32.47.0002	Utilities-Sewer	5,280
108	528.32.47.0003	Electricity Cencom	129,106
109	528.32.47.0004	Electricity Tower Sites	30,060
110	528.32.47.0005	Utilities-Waste Disposal	7,003
111	528.32.47.0006	Utilities-Backup Internet & Cable	6,212
112	Subtotal Building Insurance and Utilities		304,963
113	Repairs and Maintenance		
114	528.32.48.0000	Repairs & Maintenance-Building	190,690
115	528.32.48.0001	Repairs & Maint-Improvements	12,480
116	528.32.48.0002	Repairs & Maint-Equipment	90,836
117	528.32.48.0003	Repairs & Maintenance-Computer Equipment	567,439
118	Subtotal Repairs and Maintenance		861,444
119	KCIS Network and Information Technology		
120	528.33.41.0011	KCIS Charges (I/Leads)	161,529
121	528.32.41.0013	KCIS Charges (Network & Security)	139,063
122	528.32.41.0016	KCIS Charges (GIS)	-

Kitsap 911 Public Authority
2024 Budget Summary

		Amended 2024
123	Subtotal KCIS Network and Information Technology	300,591
124	MCT Hardware and Software	
125	528.33.35.0000 Small Tools and Equipment (MCT System)	-
126	528.33.35.0001 Computer Software (MCT System)	35,814
127	528.33.35.0002 Small Computer Equipment (MCT System)	23,345
128	528.33.41.0013 Network and Support (MCT System)	2,059
129	528.33.42.0001 Cellular Telephone (MCT System)	223,600
130	528.33.48.0002 Repairs & Maint- Equipment (MCT System)	282
131	528.33.48.0003 Repairs & Maint-Comp Equip (MCT System)	79,359
132	Subtotal MCT Hardware and Software	364,459
133	Other Expenditures	
134	528.32.49.0000 Credit Card Processing Fees	18
135	528.32.49.0001 Bank Account Maintenance Fees	1,437
136	528.32.49.0002 Finance Charges & Late Fees	350
137	528.32.49.0003 Dues & Subscriptions	26,533
138	528.32.49.0004 Registration & Tuition	35,803
139	528.32.49.0005 Printing & Binding	1,889
140	528.32.49.0009 Other Miscellaneous	11,401
141	Subtotal Other Expenditures	77,431
142	Total Operating Supplies and Services	3,149,718
143	Total Operating Expenditures	15,189,481

Kitsap 911 Public Authority
2024 Budget Summary

**Amended
 2024**

144	Technical, Capital, and Other Non-Operating Projects		
145	Non-Operating Supplies and Services		
146	528.90.31.0000	Non-Op Office Supplies	-
147	528.90.35.0000	Non-Op Small Tools & Equipment	44
148	528.90.35.0001	Non-Op Computer Software	9,465
149	528.90.35.0002	Non-Op Computer Equipment	-
150	528.90.35.0003	Non-Op Small Computer Equipment	-
151	528.90.41.0000	Non-Op Engineering & Architectural	-
152	528.90.41.0002	Non-Op Management Consulting	-
153	528.90.41.0003	Non-Op Legal Services	-
154	528.90.41.0004	Non-Op Other Professional Services	-
155	528.90.41.0005	Non-Op Advertising	515
156	528.90.42.0001	Non-Op Cellular Telephones	-
157	528.90.42.0002	Non-Op Postage	-
158	528.90.43.0000	Non-Op Mileage	205
159	528.90.43.0001	Non-Op Travel	121
160	528.90.43.0002	Non-Op Per Diem	-
161	528.90.43.0003	Non-Op Non-Employee Mileage	-
162	528.90.43.0004	Non-Op Non-Employee Travel	-
163	528.90.45.0000	Non-Op Rental Expense	-
164	528.90.48.0000	Non-Op Repairs & Maint-Building	-
165	528.90.48.0002	Non-Op Repairs & Maint-Equipment	-
166	528.90.48.0003	Non-Op Repairs & Maint-Computer	-
167	528.90.49.0003	Non-Op Dues & Subscriptions	-
168	528.90.49.0009	Non-Op Other	-
169	Subtotal Non-Operating Supplies and Services		10,350
170	Non-Operating Projects		
171	1	MCT NPRVs	99,541
172	2	First Due Annual Maintenance	81,017
173	3	Secondary Edge Frontier Licenses	15,000
174	4	UPS Hardware Replacement	300,000
175	5	Data Logging Software	50,000
176	7	Replace AV System	50,000
177	8	Dispatch Floor Project - Carpet	150,000
178	9	Dispatch Floor Project - Soundproofing	150,000
179	10	Dispatch Floor Project - Console Furniture	500,000
180	11	Cybersecurity Upgrade Project	94,000
181	13	First Due Interface	-
182	Subtotal Non-Operating Projects		1,489,559
183	Total Technical, Capital, and Other Non-Operating Projects		1,499,909
184	Total Operating and Non-Operating Appropriation		16,689,390
185	Estimated Ending Fund Balance		3,181,609
186	Total Appropriation and Estimated Ending Fund Balance		19,870,999

Kitsap 911 Public Authority
2024 Radio Project Budget

		Amended 2024
1	Beginning Assigned Balance and Revenues	
2	Capital Project Assigned Revenues Beginning Balance	6,483,090
3	337.16.00.0001 Emergency Communications Sales Tax 2	7,040,065
4	Total Assigned Beginning Balance and Revenues	13,523,155
5	Capital Project Appropriation	
6	Microwave System	767,518
7	LMR Replacement Project	10,950,000
8	Capital Projects Labor	395,409
9	Backup Center	300,000
10	Logging Recorder Replacement	200,000
11	Data Logging Software	50,000
12	DC System Batteries	50,000
13	CAD to Radio Interface	50,000
14	Total Capital Project Appropriation	12,762,926
15	Estimated Radio Project Ending Balance (Assigned)	760,229
16	Total Appropriation and Ending Balance	13,523,155

Kitsap 911 Authorized Regular FTE Positions

Classification	Grade	Amended 2024
Administrative Specialist	Admin1	2.0
Administrative Assistant	EXAD2U	1.0
Public Records Specialist	PUBREC	1.0
Deputy Director	M4	1.0
Executive Director	ED	1.0
Finance Manager	M1	1.0
Human Resources Manager	M1	1.0
Assistant Director for Operations	M2	1.0
Professional Standards Program Manager	PM1	1.0
Public Safety Communications Assistant Supervisor	OS1	6.0
Public Safety Communications Supervisor	OS2	4.0
Public Safety Systems Analyst	T7	0.0
Public Safety Systems Engineer	T8	4.0
Public Safety Systems Master Technician	T6	2.0
Public Safety Systems Senior Technician	T4	1.0
Public Safety Systems Technician	T2	4.0
Public Safety Telecommunicator 1	OP2	12.0
Public Safety Telecommunicator 2	OP4	37.0
Public Safety Telecommunicator Trainee	OP1	0.0
Senior Public Safety Program Manager/Radio Engineer	PM1	1.0
Technical Services Manager	M2	1.0
Training Program Manager	PM1	1.0
Total		83.0

2024 CIP For Training Group at Kitsap 911

- 1. Reduce time needed for certification (in all disciplines) from hire to sign-off.** – to achieve this, we will hold two CTO Workshops throughout the 2024 year with a focus on adult learning to improve the delivery of training curriculum to all new OPS employees. Achievement of this goal will be measured by comparing how long it took the 2024 trainees to achieve certification in all disciplines compared to the training time from the 2023 hiring.
- 2. Increase the retention of new hire trainees, to include having them complete the PCR process and LE or Fire dispatching to sign-off** – This can be accomplished by allowing a bit more time between PCR certification to start of dispatch training and potentially starting some trainees as fire first dispatchers. Successful achievement of this goal will be measured by the number of trainees who complete the initial PCR training then move on to radio dispatch training (either fire/LE or both) and successfully complete that certification through the employee probationary period.
- 3. Continuing development for the CTO group around fostering an environment trainees feel safe to make errors and grow from.** – We will have at minimum, two CTO workshops this year, with focused training on fostering a safe place for employees to make mistakes. This will be measured by a decrease in the number of trainees who quote a heaviness in too much feedback as the reason for not wanting to continue training partnered with successful completion of that portion of training with a desire to move on to the next phase.

From CIP 2023 –

Reduce time from hire to sign-off – measured the timeline from 2022 hire to sign-off to the 2023 trainees' timelines to see if the changes we'd made to the academy and more training with the CTOs, created shorter/longer/same training timelines.

Build CTO consistency and training delivery skills – training consistency to policy versus style, attending workshops to enhance training for adult learners and how inconsistencies impact their training times.

Professional Development (Shared with OPS) – increase development in the industry for all employees. Hoping to see increase in employees joining other committees and/or the training program.



KITSAP 911 Memorandum

To: Executive Board, Kitsap 911
From: Jamie Donley, Assistant Director of Operations
Date: December 31, 2023
Subject: 2023 Continuous Improvement Process Report

Reduce Overtime

Since July of 2023, we have been consistently working fewer and fewer overtime hours, and as of today, we have worked about 263 fewer hours than we did at this same point in 2022. That might not sound like a lot overall, but to appreciate how incredible that is, you have to consider where we were headed last year compared to where we are headed this year.

By the end of 2022, we had worked 3,368.25 hours, almost 26%, more hours than we had in 2021. We were on a steep, upward trajectory that continued into the first part of this year; but as of today, not only did we not increase the number of overtime hours we worked, but we are about 2% lower year-over-year, and still trending downward.

Intentional Culture

For our Intentional Culture we have been doing the Stay Interviews this year with people reporting that they are happier and that they have more of a work life balance. The statements we have heard are:

How do you feel coming to work?

“No more impending doom due to getting mandated.”

“Good, now that OT is down is happy to be here.”

“It’s better because it is a more positive environment.”

What do you like most and least about working here?

“Teamwork is great! Love seeing everyone working together.”

“It is so welcoming being here and people are so helpful and positive.”

“The culture, it has really been great to come to work.”

What can we do more of or less of as your managers?

“Keep doing what we are doing.”

“Loves seeing the update emails on what we are doing and being in the loop.”

As of 12/31/2023 we have a few Stay Interviews left and in the process of scheduling them.

Professional Development

Professional Development throughout the year, Operation Supervisors met with employees about what they would like to do here or what path do they see themselves taking. Each Supervisor followed up with employees who expressed interest in being promoted and going into supervisory roles, training, or committing to a committee.

This year we've had 5 employees accepted into the Acting Lead role. One employee is fully trained while the other four will be trained or completing training in 2024. We also held a Supervisor Assessment Center this year where three internal employees either were applying for Supervisor or Assistant Supervisor. From that assessment we had one promoted to Supervisor who will start in January of 2024 and one who was promoted to Assistant Supervisor. That employee just finished Acting Lead training and will be moving onto Assistant Supervisor training in January.

Also, in 2023 we had three employees who expressed interest in going the training route. They were accepted into the Training group and have all become Certified Training Officers.

For employees wanting to get involved on committees we had one accepted into the Peer Support Team, one into the Tech CCB Committee, and one accepted into the Telecommunicator Emergency Response Taskforce (TERT).

Overall, with the amount of overtime and training Kitsap 911 has had this year, we believe we have had a successful year developing our employees and looking forward to a busy year ahead.

Executive Committee Radio Program Update

February 28, 2024

R. Scott Peabody, P.E.

speabody@kitsap911.org

360 552-8402



Progress – Radio Contract Signed 12/15/23

User Radios

- ✓ Ordered 10% of Radios For Early Installs and Testing
- ✓ Designed Radio ID Plan
- ✓ Licensed Marine Channels
- ✓ Ordered Test Equipment
 - Developing Channel Plans
 - Engaging Agencies in Developing Radio Profiles

Microwave

- ✓ Cutover to New Microwave
- ✓ Turning Off Old Microwave
- ✓ Started Disposal
- ✓ Design Review of Additional Sites
- ✓ Order Equipment by 1/31/24
 - Scheduling Factory Staging – Solar Eclipse



Dispatch Console System

- ✓ Project Kickoff
- ✓ Reviewed and Revised Design
- ✓ Ordered Equipment 2/20/24
- ✓ Begun Designing Screens

Radio Instructure

- ✓ DC Power Equipment
 - Shipping Mid-April, Permitted
- ✓ Tech Training
- ✓ Ordered P25 to CAD Interface
- ✓ Bird Deterrent Installed
- ✓ Site Visits to Verify Antenna Heights
- ✓ Logging Recorders Received
 - Preparing Equipment Order



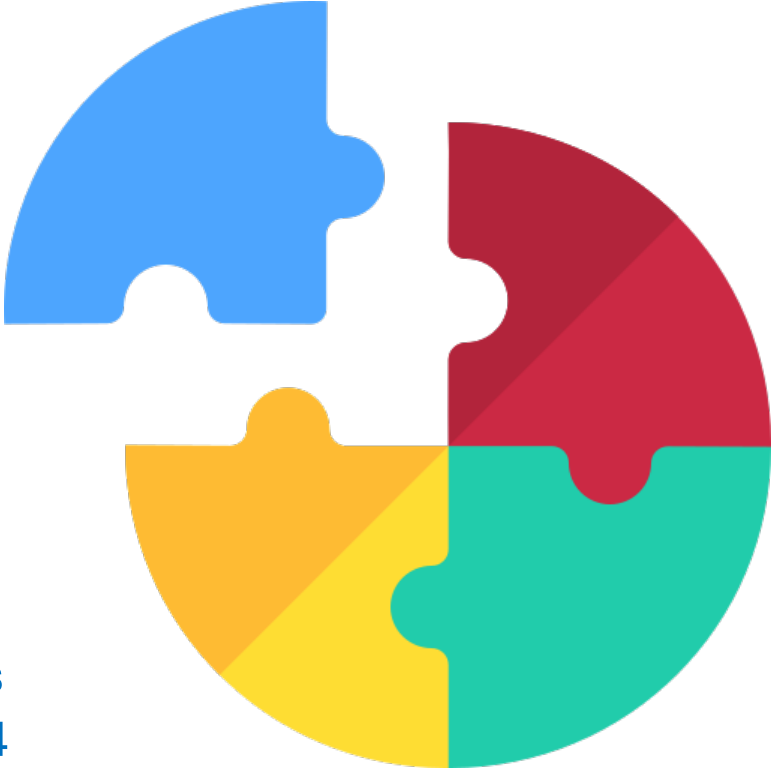
Progress – One Month After Radio Contract

User Radios

- Preparing Order For Early Installs and Test Radios
- Designing Radio ID Plan
- Engaging Agencies in Developing Radio Profiles

Microwave

- Now Cutover to New Microwave
- ✓ Design Review of Add'l Sites
- Order Equipment by 1/31/24



Dispatch Console System

- ✓ Project Kickoff
- Order Equipment ASAP
- Benchmarking Best Screen Designs

Radio Instructure

- ✓ DC Power Contract
- ✓ Tech Training
- ✓ Ordered P25 to CAD Interface
- Preparing Equipment Order
- Determining Antenna Heights

Kitsap 911 2024 Key Projects and Initiatives

Technical Projects			Estimated			
Proj/Task#	Project/Initiative		Priority	Start	Completion	Status
2019	1	Backup Center - Phase 1	3	9/30/2022	TBD	In Progress
2019	2	SUPPORT - RMS/JMS Replacement (Support KCIS)	3		6/30/2023	In Progress
2023	3	Replace UPS	5	4Q 2022	TBD	In Progress
2023	4	Data Logging Software	3	Q2 2023	TBD	Rescheduled
2023	5	Secondary Edge Frontier License	3	Q3 2023	Q3 2024	In Progress
2023	6	Improve redundancy of VX Rail Infrastructure	3	4/1/2023	Q1 2024	Complete
2023	7	Cyber Security Upgrade	3	Q4 2023	Q1 2024	Not Started
2023	8	Replace AV System	4	Q4 2023	Q3 2024	In Progress
2023	9	Dispatch Floor Project - Carpet	3	Q4 2023	Q2 2025	In Progress
2023	10	Dispatch Floor Project - Soundproofing	3	Q4 2023	Q2 2025	In Progress
2023	11	Dispatch Floor Project - Console Furniture	2	Q4 2023	Q2 2025	In Progress
2024	12	Backup Center - Phase 2	3	TBD	TBD	Not Started

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

Microwave Expansion Project (Multi-Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
MVE	1	Add connections to three sites (involving changes at six sites). Additional Milestones coming	2	Q1 2024	Q4 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, additional Milestones coming	1	Q4 2023	TBD	In Progress

ACCOUNTS PAYABLE

Kitsap 911

warrant #6300
As Of: 02/27/2024


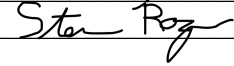
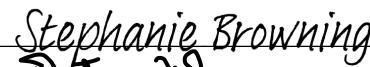
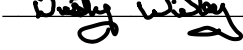
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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7550	02/09/2024	02/27/2024	263 US BANK	4,807.85	01.25.2024 Statement
Report Total:				4,807.85	

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

	03/20/204
	02/23/2024
	02/23/2024
	3-21-24

ACCOUNTS PAYABLE

Kitsap 911

Warrant Check #'s: 6301-6319

Time: 12:28:56 Date: 02/27/2024

As Of: 03/01/2024

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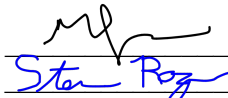
Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7572	02/27/2024	03/01/2024	154 ABM JANITORIAL SERVICES	1,517.26	February 2024 Janitorial Services
7551	02/07/2024	03/01/2024	412 ALL ABOUT TRANSMISSIONS & AUTO	1,016.38	2024-0130A - Rogue interior/exterior detailing 2024-0130 - Explorer interior/exterior detailing
7562	02/26/2024	03/01/2024	428 BATTERY POWER SOLUTIONS, LLC	65,979.88	progress billing - 2nd milestone
7579	02/27/2024	03/01/2024	167 CDW GOVERNMENT	3,508.46	2024-0221 TERMS 2/19/2024 - 2/28/2026
7556	02/04/2024	03/01/2024	322 CENTURYLINK, BUSINESS SERVICES	84.91	01.04.24-02.03.24
7552	02/16/2024	03/01/2024	172 CENTURYLINK	3,322.11	02.26.24 - 03.16.24
7553	02/20/2024	03/01/2024	551 CH2O, INC.	270.27	FEB 2024 Loabor for Glycol Installation
7554	02/13/2024	03/01/2024	174 CITY OF BREMERTON UTILITY BILLING	664.15	01.08.24-02.05.24
7555	02/08/2024	03/01/2024	594 CROW CANYON SYSTEMS, INC	4,250.00	professional Services
7573	02/27/2024	03/01/2024	201 GTP ACQUISITION PARTNERS I LLC	5,057.89	View Park Tower Rental
7574	02/26/2024	03/01/2024	218 LOWE'S BUSINESS ACCOUNT	701.95	January Statement
7557	02/01/2024	03/01/2024	561 LUMEN, LEVEL3 COMMUNICATIONS LLC	1,376.70	02.02.24- 02.29.24
7558	02/05/2024	03/01/2024	476 MARK SIPES, HARBOR ENGRAVING	7.37	2024-0208A - EOY Plate Engraving
7575	02/05/2024	03/01/2024	476 MARK SIPES, HARBOR ENGRAVING	10.65	replacement of award plate
7576	02/27/2024	03/01/2024	476 MARK SIPES, HARBOR ENGRAVING	122.25	2023 EOY crystal
7577	02/26/2024	03/01/2024	232 PENINSULA LIGHT CO.	109.96	01.15.24-02.15.24
7578	02/26/2024	03/01/2024	311 T-MOBILE	10.66	01.21.24-02.20.24
7559	02/01/2024	03/01/2024	273 TPSC	113,478.23	February 2024 Medical
7560	02/10/2024	03/01/2024	264 VERIZON WIRELESS	17,293.19	01.1.24-02.10.24
7563	02/26/2024	03/01/2024	264 VERIZON WIRELESS	1,226.45	01.11.24-02.10.24
7564	01/29/2024	03/01/2024	372 WATSON FURNITURE GROUP INC	7,568.19	2023-1206
7561	02/21/2024	03/01/2024	478 ZONES, LLC	11,955.22	2023-1204 - DUO (MFA for MCTS)
Report Total:				239,532.13	

STATE OF WASHINGTON - COUNTY OF KITSAP


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

02/28/2024



 Steve Rog 02/28/2024



 Rachelle M. Tate 02/27/24

ACCOUNTS PAYABLE

Kitsap 911

Check Warrant #'s: 6320-6341
As Of: 03/08/2024

Time: 08:52:55 Date: 03/06/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7602	03/04/2024	03/08/2024	479 AT&T MOBILITY LLC	326.46	01.20.24-02.19.24
7590	03/03/2024	03/08/2024	483 CONNECTWISE	2,325.96	03.01.24-03.31.24
7591	03/01/2024	03/08/2024	312 DAY MANAGEMENT CORPORATION	2,511.60	2024-0205C
7592	03/01/2024	03/08/2024	564 DOORDASH INC	1,238.00	February 2024 Expensed Meals and Dash Pass Subscription
7589	03/01/2024	03/08/2024	579 EADIE KALTENBACHER	13,250.00	February 2024
7581	02/29/2024	03/08/2024	198 FEDEX	28.90	Feb 23, 2024 Invoice
7597	03/04/2024	03/08/2024	338 GOVERNMENTJOBS.COM, INC	6,129.40	EFORMS - 06.30.24-06.29.25
7598	03/01/2024	03/08/2024	570 HIS HANDS MAINTENANCE	1,067.69	March 2024
7593	03/01/2024	03/08/2024	204 HOLADAY PARKS, INC.	1,461.64	2024-0202A - remove and replace VAC controller on VAC20
7594	02/29/2024	03/08/2024	240 JEFFERSON COUNTY PUD #1	207.87	01.11.24-02.08.24
7582	02/27/2024	03/08/2024	563 KANTOLA TRAINING SOLUTIONS, LLC	1,546.75	2024 Harassment Prevention Training
7595	03/03/2024	03/08/2024	210 KELLEY IMAGING	242.70	03.15.24-04.14.24
7596	03/01/2024	03/08/2024	561 LUMEN, LEVEL3 COMMUNICATIONS LLC	1,376.70	03.01.24-03.31.24
7583	02/29/2024	03/08/2024	507 NORTHWEST OPEN ACCESS NETWORK	312.00	Feb 2024
7599	03/01/2024	03/08/2024	233 PENINSULA SERVICES	40.00	CD#108528
7584	02/27/2024	03/08/2024	241 PUGET SOUND ENERGY	15,746.84	MARCH 204 Electrical Statement
7588	02/29/2024	03/08/2024	244 SCGI CONSULTING GROUP	3,000.00	professional development - Starting March 2024
7600	03/01/2024	03/08/2024	245 SELECT ADVANTAGE	875.00	February 2024 assessment services
7585	02/27/2024	03/08/2024	249 SPOK, INC.	29.91	03.01.24-03.31.24
7586	02/29/2024	03/08/2024	273 TPSC	110,152.42	MARCH TPSC Medical
7601	03/04/2024	03/08/2024	596 WEX BANK	241.65	February 2024 Fuel Purchase
7587	02/29/2024	03/08/2024	163 WM CORPORTATE SERVICES INC	802.46	02/01/24-02/29/24

Report Total: 162,913.95

STATE OF WASHINGTON - COUNTY OF KITSAP

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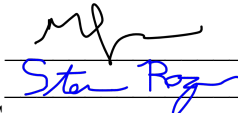
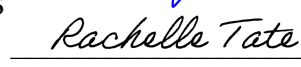
APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

	03/06/2024
_____ <i>Stan Rog</i>	03/06/2024
	03/06/24
_____ <i>Rachelle Tate</i>	03/06/24

ACCOUNTS PAYABLE

warrant #'s: 6342-6360

As Of: 03/15/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7607	03/06/2024	03/15/2024	412 ALL ABOUT TRANSMISSIONS & AUTO	1,362.91	2024-0226
7620	03/11/2024	03/15/2024	573 BAGWELL LAW PLLC	1,872.00	02.01.2024-02.29.2024
7632	03/08/2024	03/15/2024	167 CDW GOVERNMENT	32,615.24	2024-0205A 03.01.24-02.28.25
7622	03/11/2024	03/15/2024	322 CENTURYLINK, BUSINESS SERVICES	84.84	02.04.24 - 03.03.24
7608	03/06/2024	03/15/2024	599 FONEMED LLC	817.65	February 2024
7621	03/11/2024	03/15/2024	216 LANGUAGE LINE SERVICES, INC.	542.20	02.01.24-02.29.24
7609	03/06/2024	03/15/2024	226 MAGNUM PRINT SOLUTION	442.26	Printer toner
7631	03/12/2024	03/15/2024	609 MONTGOMERY PAINTING LLC	2,632.93	K911-077 (Paint/Labor 03/12/24)
7628	03/08/2024	03/15/2024	224 NILSSON AUDIOLOGY	272.00	Audiogram for applicabt testing - DEC 2023
7610	03/04/2024	03/15/2024	225 OFFICE DEPOT	47.01	2024-0228
7623	03/12/2024	03/15/2024	608 PEOPLEREADY INC	656.93	03.04.24-03.10.24 - General Help Moving for projects
7629	03/12/2024	03/15/2024	241 PUGET SOUND ENERGY	206.35	02.06.24-03.07.24 Mandus Olson
7611	03/06/2024	03/15/2024	496 SMARSH INC	63.00	02.02.24-02.29.24 - ADD'I CX
7624	03/06/2024	03/15/2024	580 TIMECLOCK PLUS, LLC	2,019.33	ScheduleAnywhere 02/02/24-02/10/24
7625	03/11/2024	03/15/2024	273 TPSC	110,830.87	APRIL TPSC Medical
7604	03/04/2024	03/15/2024	263 US BANK	6,378.70	02.26.24 Statement
7605	03/05/2024	03/15/2024	482 US BANK	2,347.72	TRavel card statement 02.26.24
7626	03/06/2024	03/15/2024	610 VIAVI SOLUTIONS INC	49,692.01	2024-0220B - P25 Project
7627	03/12/2024	03/15/2024	398727 WECKER , BRANDON S	1,253.58	Reimbursement for Leadership Seminar - 03/05-03/08

Report Total: 214,137.53

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

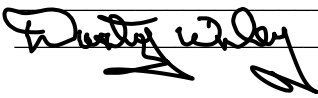
ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

 _____ 03/12/2024

Rachelle Tate _____ 03/12/2024

 _____ 3-21-24

ACCOUNTS PAYABLE

Kitsap 911

Warrant#'s: 6361-6379
As Of: 03/22/2024

Time: 14:58:36 Date: 03/19/2024
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7646	03/19/2024	03/22/2024	157 ADCOMM ENGINEERING LLC	285.00	FCC Licensing Conference Call reg P2
7644	03/18/2024	03/22/2024	174 CITY OF BREMERTON UTILITY BILLING	664.15	02.05.24-03.04.24
7639	03/15/2024	03/22/2024	470 COMCAST	1,101.06	02.18.24 - 03.17.24 & 03.18.24 - 04.17.24
7633	03/07/2024	03/22/2024	188 DATEC INCORPORATED	1,104.02	2024-0123 KCSO Reimbursable
7642	03/18/2024	03/22/2024	190 DELL MARKETING L.P.	13,163.06	2023-0301
7634	03/13/2024	03/22/2024	198 FEDEX	104.88	Mar 8, 2024 Invoice
7643	03/13/2024	03/22/2024	613 GREAT FLOORS COMMERCIAL	11,315.74	2024-0117 - Kitchen Floor
7640	03/15/2024	03/22/2024	576 HERMANSON COMPANY, LLP	2,151.11	2024-0215A
7641	03/18/2024	03/22/2024	612 KINGS MOBILE LOCK INC.	147.42	2024-0315A
7635	03/14/2024	03/22/2024	226 MAGNUM PRINT SOLUTION	387.61	printer toner
7636	03/08/2024	03/22/2024	519 NATIONAL TESTING NETWORK	2,450.00	February Voucher Usage
7645	03/15/2024	03/22/2024	584 RS AMERICAS, INC	466.61	2024-0308A
7647	03/19/2024	03/22/2024	611 SABELHAUS WEST, INC	13,776.95	K911-078 (Painting 30% deposit)
7648	03/19/2024	03/22/2024	289 SOUTH KITSAP FIRE & RESCUE	1,446.24	February 2024 Tmobile Split
7649	03/19/2024	03/22/2024	289 SOUTH KITSAP FIRE & RESCUE	15,323.72	Verizon Orchard Heights Tower lease split
7637	03/06/2024	03/22/2024	607 THE SALES GROUP INC	4,856.12	Chairs
7606	03/08/2024	03/22/2024	405 THOMAS MOTORS INC	186.45	2024-0228B
7651	03/19/2024	03/22/2024	614 TRIMM INTERNATIONAL, INC.	1,238.72	2024-0304
7638	03/14/2024	03/22/2024	267 WCP SOLUTIONS	713.35	2024-0308
7650	03/19/2024	03/22/2024	478 ZONES, LLC	7,481.76	2024-0227a
Report Total:				78,363.97	

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.


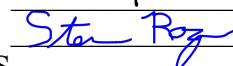

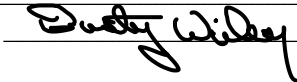
APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

	03/20/2024
	03/19/2024
	03/19/2024
	3-21-24



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE


Pay Date: 03/01/2024
Pay Period: 02/12/2024 to 02/25/2024

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 253,458.14
941 Tax (Withholding, Social Security & Medicare)	101,669.77
Unemployment	721.77
Labor & Industries	1,421.43
PFML Premiums	2,644.44
Long-Term Care Act Premiums	1,848.31
PERS 2 & PERS 3	58,708.48
Washington State Deferred Comp	2,117.16
Mission Square Deferred Comp and Roth IRA	3,890.70
AFLAC	578.61
Guild Dues	1,717.50
Total Payroll	\$ 428,776.31

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 1,951.00	\$ 47,366.54	\$ 49,317.54
Dental Insurance	169.44	3,870.58	4,040.02
Life Insurance	190.13	328.30	518.43
Total Health Care & Other Benefits/Deductions			\$ 53,875.99

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:	\$ 482,652.30
Transferred to Payroll Account	\$ 428,776.31



Prepared By (Kitsap 911)

02/27/2024

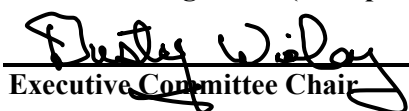
DATE



Authorized Signature (Kitsap 911)

02/27/2024

DATE



Executive Committee Chair

3-21-24

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 03/15/2024
Pay Period: 02/26/2024 to 03/10/2024

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 241,279.69
941 Tax (Withholding, Social Security & Medicare)	93,156.15
Unemployment	682.51
Labor & Industries	1,505.52
PFML Premiums	2,493.48
Long-Term Care Act Premiums	1,739.58
PERS 2 & PERS 3	55,412.43
Washington State Deferred Comp	2,124.77
Mission Square Deferred Comp and Roth IRA	4,423.45
AFLAC	578.61
Guild Dues	1,717.50
Total Payroll	\$ 405,113.69

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 1,964.41	\$ 46,246.98	\$ 48,211.39
Dental Insurance	170.36	3,786.25	3,956.61
Life Insurance	190.12	323.61	513.73
Total Health Care & Other Benefits/Deductions			\$ 52,681.73

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

Payroll Amount Approved:	<u>\$ 457,795.42</u>
Transferred to Payroll Account	<u>\$ 405,113.69</u>

Stacy Poy
 Prepared By (Kitsap 911)

03/12/2024
 DATE

[Signature]
 Authorized Signature (Kitsap 911)

03/12/2024
 DATE

[Signature]
 Executive Committee Chair

3-21-24
 DATE



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION			
1. Contractor	Sabelhaus West		
2. Purpose	Interior Painting Services		
3. Contract Amount	\$42,054.17	Disburse <input checked="" type="checkbox"/>	Receive <input type="checkbox"/>
4. Contract Term	03-		
5. Contract Administrator	Kellie Gallagher	Phone	(360) 662-9860
Approved:		Date	03/20/2024
	<i>Executive Director</i>		
B. ACCOUNTING INFORMATION			
1. Contract Control Number	K911-078		
2. Fund Name			
3. Payment from-Revenue to CC/Account Nbr	594.28.60.0007		
C. RISK MANAGER REVIEW			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Reviewer	Farah Derosier WCIA	Date	02/23/2024
2. Comments:	None		
D. ATTORNEY REVIEW			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		
Reviewer	Ken Bagwell	Date	02/29/2024
2. Comments:	No professional bond needed if under \$50K		
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 # 60 Purchasing and Contracting)			

Ratification By Kitsap 911 Executive Committee Chair

Date

CONTRACT FOR INTERIOR PAINTING

This Contract for interior painting (the Contract) is entered into by and between Kitsap 911 (CENCOM) with its principle offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as "Owners" and Sabelhaus West, having its principal offices at 10880 Old Frontier Road NW, Silverdale, WA 98383 (the Contractor). (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective March 18, 2024, and terminate on December 31, 2024. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911.

SECTION 2. CONTRACT DOCUMENTS

- 2.1 Description of services being requested from the scope of work set forth in Exhibit A.
- 2.2 Initial Project Schedule set for in Exhibit B. This schedule is subject to adjustments throughout the project.
- 2.3 Compensation Schedule set forth in Exhibit C
- 2.4 Contractors response to the scope of work set forth in Exhibit D
- 2.5 Exhibits are considered contract documents and incorporated by reference here in.

SECTION 3. SERVICES TO BE PROVIDED

- 3.1 A description of the services to be performed by the Contractor is set forth in Exhibit B: Description of Services, which is attached to the Contract and incorporated by this reference.
- 3.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by Kitsap 911
- 3.3 The Contractor will perform the work specified in the Contract according to standard industry practice.

- 3.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 3.5 The Contractor will confer with Kitsap 911 from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by Kitsap 911.

SECTION 4. CONTRACT REPRESENTATIVES

Kitsap 911 and the Contractor 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 911 Contract Representative

Maria Jameson-Owens,
Acting Executive Director
911 W. Carver Street, Bremerton, WA 98312
mjameso@kitsap911.org
360-307-5800

Contractor's Contract Representative

Keith Antram
Project Manager
10880 Old Frontier Road NW, Silverdale, WA 98383
cell: 253-961-0087
kantram@sabelhauswest.com

SECTION 5. COMPENSATION

- 5.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit C: Compensation, which is attached to the Contract and incorporated by this reference.
- 5.2 The total amount payable under the Contract by Kitsap 911 to the Contractor in no event will exceed \$42,054.17 before tax.
- 5.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to Kitsap 911 for payment of 30% down upon execution of the contract and invoice the balance upon completion. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receiving it.
- 5.4 The Contractor will be paid only for work expressly authorized in the Contract.

- 5.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 5.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from Kitsap 911, Kitsap 911 may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 6. AMENDMENTS AND CHANGES IN WORK

- 6.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by Kitsap 911.
- 6.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by Kitsap 911 and has become effective.

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION

- 7.1 The Contractor shall defend, indemnify and hold the Kitsap 911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Kitsap 911.

Should a court of competent jurisdiction determine that this Agreement 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 the Contractor and Kitsap 911, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 this Agreement.

SECTION 8. INSURANCE

8.1 **Insurance Term-** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

8.2 **No Limitation-** Contractor maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit Kitsap 911 recourse to any remedy available at law or in equity.

8.3 Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
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, stop-gap independent contractors and personal injury and advertising injury. Kitsap 911 shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for Kitsap 911 using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

8.4 Minimum Amounts of Insurance

Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.

8.5 **Other Insurance Provision-** The Consultant'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 911. Any Insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Consultant's insurance and shall not contribute with it.

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

8.7 Verification of Coverage

Consultant shall furnish Kitsap 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8.8 Subcontractors' Insurance

The Contractor 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 the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that Kitsap 911 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

8.9 Notice of Cancellation- The Contractor shall provide Kitsap 911 with written notice of any policy cancellation within two business days of their receipt of such notice.

8.10 Failure to Maintain Insurance- Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days notice to the Contractor 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 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Consultant from Kitsap 911.

8.11 Kitsap 911 Full Availability of Contractor Limits- If the Contractor maintains higher insurance limits than the minimums shown above, Kitsap 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Kitsap 911 evidences limits of liability lower than those maintained by the Contractor.

SECTION 9. TERMINATION

- 9.1 Kitsap 911 may terminate the Contract in whole or in part whenever Kitsap 911 determines, in its sole discretion that such termination is in the best interests of Kitsap 911. Kitsap 911 may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, Kitsap 911 will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 9.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, Kitsap 911 may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by Kitsap 911 to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 9.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by Kitsap 911, Kitsap 911 may terminate the Contract. In that event, Kitsap 911 will pay the Contractor only for the costs of services accepted by Kitsap 911. Upon such termination, Kitsap 911, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by Kitsap 911 in completing the work and all damages sustained by Kitsap 911 by reason of the Contractor's breach.

SECTION 10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 10.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of Kitsap 911.
- 10.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 11. INDEPENDENT CONTRACTOR

- 11.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of Kitsap 911. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.

- 11.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any Kitsap 911 benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap 911 employees.
- 11.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of Kitsap 911.

SECTION 12. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 13. DISPUTES

Differences, disputes and disagreements between the Contractor and Kitsap 911 arising under or out of the Contract will be brought to the attention of Kitsap 911 at the earliest possible time so that the matter may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by Kitsap 911 contract representative or designee. All rulings, orders, instructions and decisions of Kitsap 911 contract representative will be final and conclusive.

SECTION 14. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by Kitsap 911 or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of Kitsap 911 or an order entered by a court of competent jurisdiction. The Contractor will promptly give Kitsap 911 written notice of any judicial proceeding seeking disclosure of such information.

SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 16. MISCELLANEOUS

16.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

16.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.

16.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from Kitsap 911 contract representative or designee.

16.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

16.5 **Records Inspection and Retention.** Kitsap 911 may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

16.6 **Prevailing Wages:**
The contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

1. RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.

2. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and sub-contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.

3.RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the contractor.

- 16.7 **Successors and Assigns.** Kitsap 911, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 16.8 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 16.9 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 16.10 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 16.11 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this 13 day March, 2024.

DATED this ___ day _____, 2024.

CONTRACTOR
Nick Sabelhaus

Digitally signed by: Nick Sabelhaus
DN: CN = Nick Sabelhaus email =
nsabelhaus@sabelhauswest.com C = AD O =
Sabelhaus West
Date: 2024.03.13 14:30:29 -08'00'

Sabelhaus West

Nick Sabelhaus, President

(Print Name)

Federal Tax ID No: 86-1052203

Kitsap 911

Maria Jameson-Owens

Maria Jameson-Owens, Acting Executive Director

ATTEST:



EXHIBIT A - PUBLISHED SCOPE OF WORK

Kitsap 911 Interior Painting Located at 911 Carver Street Bremerton WA 98312

Scope of Project:

Paint All Walls, Door Trim and Window Trim in the Kitsap 911 Facility excluding the Equipment Room, Battery room and Mechanical room. Please Note Panels in the gym will remain. No paint needed in janitor closets.

Questions and Responses

Responses to Questions Received during vendor walk-through.

Q1. "What Color and What Sheen of paint?"

A1. All Colors will be as close to the current color as possible. The main off-white color should match the corner boards as much as possible. Sheen will be decided based on samples.

Q2. "Is this a prevailing wage job?"

A2. Yes, Prevailing wages will be paid and document in compliance with RCW 39.12. A "Statement of Intent to Pay Prevailing Wages must be received from a contractor and an "Affidavit of Wages Paid" must be received. Contractor must hold current WA State Contractor License and current on MRSC Roster.

Q3. "Bid Bond or Bond?"

A3. This will depend on the quotes.

Q4. "Can you provide a floor plan with the dimensions of the walls:

A4. Yes, I have someone working on this and will update this link once it is completed.

Q5. "Will Kitsap 911 be moving items out of the way for the painting or the contractor?"

A5. Kitsap 911 staff will move items.

Q6. "Will Skylights be painted?"

A6. Add Skylights as an option in the quote.

Q7 "When will this project be awarded?"

A7. This project is expected to be awarded in 1st Quarter of 2024

Q8 "What is the criteria for determining who is awarded the contract"?

A8 All the bids or quotations shall be collected and presented at the same time for consideration, determination of the lowest responsive and responsible bidder. Kitsap 911 shall evaluate the responsibility requirements provided within RCW 39.04.350 and criteria established by Kitsap 911 applicable to the project.

Q9 "I would assume that we will complete the painting in stages and coordinate with your staff the working area for day/week. Please confirm."

A9 Yes, we will meet with the awarded contractor and put together a schedule.

Q10 "The drywall is in decent shape with some minor scratches and dings. There are 8-12 areas where the drywall seam tape is failing and would require repair. Are contractors to provide allowance for this?"

A10. Please provide an estimate of these repairs in the quote

Q11. "Will the front window trim and doors be painting?"

A11. Yes, everything painted but the wood doors.

Q12 : "Will work be completed during normal business hours?"

A12 Most likely but we will coordinate dates and times with the vendor that is chosen.

EXHIBIT B – DESCRIPTION OF SERVICES AND PROJECT SCHEDULE

Please refer to the attached floor plan. The project will be phased in five sections to minimize disruption to operations. The Scope of Work includes:

- Mask and protect surfaces not to be coated
- Patch and repair existing wall and ceiling surfaces and spot prime to prepare for application of finish coats
- Apply a single coat of finish to gypsum walls and ceilings (as needed) to match existing color and sheen
- Prep, spot prime and paint hollow metal doors, frames, relites and sidelights
- Re-caulk door, relite and sidelight frames as needed
- Clean and remove waste from the project site at the end of each shift.

Time frames indicated are best estimates. Door casings and metal doors can be done at any time during the schedule.

The paint colors will be matched to the current paint colors as best as possible with the information available. Skylights and ceilings will only be done if the adjacent wall paint match is different enough to warrant painting them. The green ceiling in Hall 108 will be painted to match the other accent walls.

Section One: (5-7 days)

Rooms 123, 123A, 123B, 123C, 123D, 123F, Hall 116, 117 Vestibule, 119 Women's, Hall 108A, Hall 108, Vestibule 102, Lobby 101, 100, 106, 105

Review work already done in Rooms 122, 121, 121B and 119 for quality control.

All door casings and window trim, 2 metal doors in Staff Lounge, and 117 Vestibule, 2 metal doors in Lobby and Lobby Vestibule. Room 120 does not need to be painted.

Section Two: (5 days)

Rooms 104, 104A, 104E, 101B, 104B, 110A, 104F, 104C, 104D, 107

All door casings and window trim.

Section Three: (1 day)

Rooms 112 and 111

All door casings and window trim, one metal door in Room 111. Rooms 112A and 111A do not need to be painted.

Section Three Point Five: (5 days)

Rooms 103A, 101A, 103C, 103B, 103

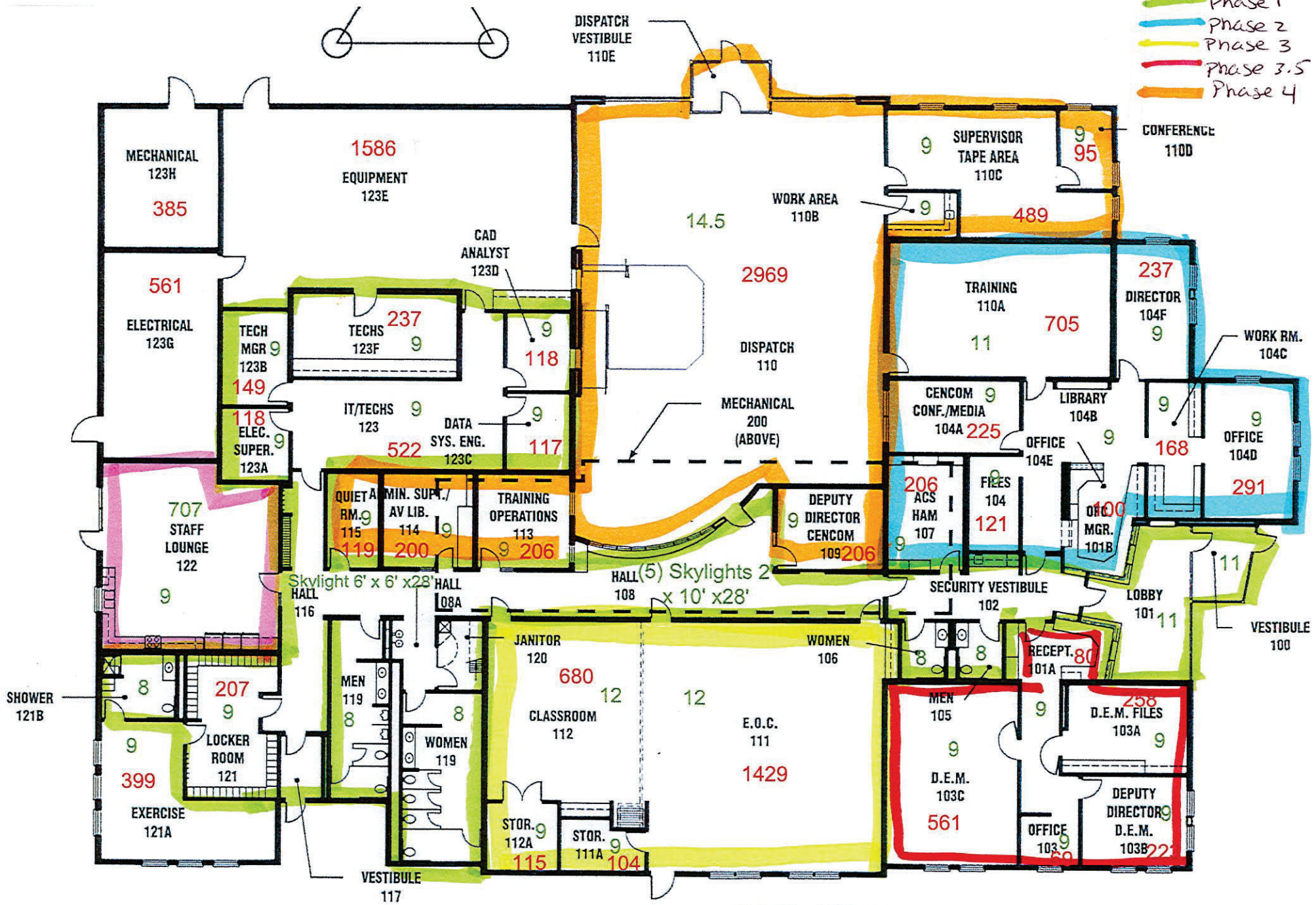
All door casings and window trim.

Section Four: (5 days)

Rooms 110, 110B, 110C, 110E, 110D, 109, 113, 114, 115

All door casings and window trim, two metal doors in Room 110.

- █ Phase 0-kita
- █ Phase 1
- █ Phase 2
- █ Phase 3
- █ Phase 3.5
- █ Phase 4



Square Feet in Red

Ceiling Height Feet in Green

MAIN BUILDING

3-6-2024

EXHIBIT C: COMPENSATION

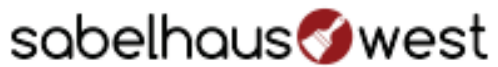
Labor & Adjustments	\$23,430.98
Materials	\$4,706.96
Subtotal	28,137.94
Sales Tax	\$2,757.52
Total	\$30,895.46

Optional Alternates

Ceiling Prep & Painting – ALL (should be prorated to just sections where needed)	\$9,146.40
Skylights – ALL (should be prorated to just sections where needed)	\$4,769.83

Terms: 30% down payment upon execution of the contract. Remainder invoiced at the time of completion of all sections.

EXHIBIT D: Vendor Bid



Sabelhaus West, Inc.
10880 Old Frontier Rd NW
Silverdale, WA
98383, US
(360) 662-9860

Prepared By:
Jack Kinsley
(360) 662-9860
jkinsley@sabelhauswest.com

Project: Kitsap 911 Interior Painting

Scope of Work

1. Mask and protect surfaces not to be coated.
2. Patch and repair existing wall and ceiling surfaces and spot prime to prepare for application of finish coats.
3. Apply a single coat of finish to gypsum walls and ceilings to match existing color and sheen.
4. Prep and spot prime hollow metal doors, frames, relites, and sidelights.
5. Apply two coats of finish to hollow metal doors, frames, relites, and sidelights.
6. Re-caulk door, relite, and sidelight frames as needed.
7. Clean and remove waste from the project site at the end of each shift.

* Tax not applied to part or subcomponent

Included (+)

1. The proposal includes the use of Prevailing Wages.

Excluded (-)

1. Bonding is not included in the proposal.
2. Painting in the Equipment Room, Battery Room, Mechanical Room, and Janitor Closets.

Notes

1. Water and power are accessible onsite and available for our use.
2. The proposal figures for normal working hours.
3. We acknowledge that painting will be in phases.
4. Kitsap 911 staff will move items for us to perform our work.



Summary

Price	
Labor and Adjustments	\$ 23,430.98
Materials	\$ 4,706.96
Subtotal	\$ 28,137.94

Subtotal \$ 28,137.94

Alternates

Ceiling Prep & Painting	\$ 9,146.40
Skylight Alternate	\$ 4,769.83
Total	\$ 13,916.23

\$ 28,137.94

Accepted By	Date
.....



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	CEJA Engineering
2. Purpose	Spectrum analysis and FCC licensing of P25 Digital Comm system
3. Contract Amount	\$8750.00 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	05-01-2023 – 12-31-2025
5. Contract Administrator	Joe Blaschka Phone 425-780-6776
Approved:	Date 03/20/2024
<i>Executive Director</i>	
B. ACCOUNTING INFORMATION	
1. Contract Control Number	K911-079
2. Fund Name	Radio Project
3. Payment from-Revenue to CC/Account Nbr	_____
C. RISK MANAGER REVIEW	
1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer _____	Date _____
2. Comments: No review needed - Professional services template used	
D. ATTORNEY REVIEW	
1. <input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer _____	Date _____
2. Comments: No review needed - Professional services template used	
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 # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair

Date

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional 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 911" and CEJA Engineering hereafter referred to as "CEJA," having its principal offices at 3929 184th PL SE, Bothell, WA 98012 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on 05/01/2023, and terminate on December 31, 2025. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by Kitsap 911
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with Kitsap 911 from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by Kitsap 911.

SECTION 3. CONTRACT REPRESENTATIVES

Kitsap 911 and the Contractor 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 911 Contract Representative

Maria Jameson-Owens
Deputy Director
Kitsap 911
911 Carver Street
Bremerton, WA 98312
(360)307-5800

Contractor's Contract Representative

Joe Blaschka, Jr. P.E.
Owner and Principal Engineer
CEJA Engineering
3929 184th PL SE
Bothell, WA 98012
(425)780-6776

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by Kitsap 911 to the Contractor in no event will exceed \$8,750.00 unless otherwise by written amendment.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to Kitsap 911 once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from Kitsap 911, Kitsap 911 may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by Kitsap 911.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by Kitsap 911 and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor shall defend, indemnify and hold Kitsap 911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Kitsap 911.

However, should a court of competent jurisdiction determine that this Agreement 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 the Contractor and Kitsap 911, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 this Agreement.

SECTION 7. INSURANCE

- 7.1 **Insurance Term-** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- 7.2 **No Limitation-** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit Kitsap 911's recourse to any remedy available at law or in equity.

7.3 **Minimum Scope of Insurance**

Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
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, stop-gap independent contractors and personal injury and advertising injury. Kitsap 911 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for Kitsap 911 using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

7.4 **Minimum Amounts of Insurance**

Contractor 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.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

7.5 **Other Insurance Provision-** The Contractor'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 911. Any Insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Contractor's insurance and shall not contribute with it.

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

- 7.7 **Verification of Coverage-** Contractor shall furnish Kitsap 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.
- 7.8 **Notice of Cancellation-** The Contractor shall provide Kitsap 911 with written notice of any policy cancellation within two business days of their receipt of such notice.
- 7.9 **Failure to Maintain Insurance-** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days of notice to the Contractor 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 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Contractor from Kitsap 911.
- 7.10 **Kitsap 911 Full Availability of Contractor Limits-** If the Contractor maintains higher insurance limits than the minimums shown above, Kitsap 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to Kitsap 911 evidences limits of liability lower than those maintained by the Contractor.

SECTION 8. TERMINATION

- 8.1 Kitsap 911 may terminate the Contract in whole or in part whenever Kitsap 911 determines, in its sole discretion that such termination is in the best interests of Kitsap 911. Kitsap 911 may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, Kitsap 911 will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, Kitsap 911 may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by Kitsap 911 to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by Kitsap 911, Kitsap

911 may terminate the Contract. In that event, Kitsap 911 will pay the Contractor only for the costs of services accepted by Kitsap 911. Upon such termination, Kitsap 911, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by Kitsap 911 in completing the work and all damages sustained by Kitsap 911 by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of Kitsap 911.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of Kitsap 911. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any Kitsap 911 benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap 911 employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of Kitsap 911.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by Kitsap 911. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to Kitsap 911 upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to Kitsap 911.
- 12.3 An electronic copy of all word processing documents will be submitted to Kitsap 911 upon request or at the end of the job using the word processing program and version specified by Kitsap 911.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend Kitsap 911, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against Kitsap 911, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by Kitsap 911 of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and Kitsap 911 arising under or out of the Contract will be brought to the attention of Kitsap 911 at the earliest possible time so that the matter may be resolved or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by Kitsap 911 contract representative or designee. All rulings, orders, instructions and decisions of Kitsap 911 contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by Kitsap 911 or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of Kitsap 911 or an order entered by a court of competent jurisdiction. The Contractor will promptly give Kitsap 911 written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from Kitsap 911 contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** Kitsap 911 may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** Kitsap 911, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts

with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

CEJA



Joe Blaschka, Jr.

(Print Name)

KITSAP 911



Maria Jameson-Owens

ATTEST:

Barrie Hillman

EXHIBIT A: DESCRIPTION OF SERVICES

Kitsap 911 (Kitsap) is improving its public safety communications networks and requires professional services for spectrum analysis and FCC licensing of a Project 25 (P25) Phase 2 digital communication system. The P25 radio communications equipment and services 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. Communications systems operated by Kitsap 911 must be available for continuous duty, "24/7", error free operation.

CEJA Engineering will provide communications consulting engineering services on an as-needed on-call basis to support Kitsap 911's new communications network. This work is anticipated to include but not be limited to the following:

1. Communication system design review and recommendations
2. Communications system implementation recommendations
3. Communications system testing recommendations
4. Site design and development
5. Other items as requested by Mr. Scott Peabody or other Kitsap 911 staff

All work will be subject to the approval of the Kitsap 911's Program Manager.

EXHIBIT B: COMPENSATION

The work will be billed at \$175 per hour inclusive of any local travel expenses. Invoices will be submitted monthly with the date of the time being billed and a description of the work. The initial value of the contact will be for 50 hours with a not-to-exceed value of \$8,750. The contact may be extended by mutual agreement. The hourly rate is valid through 2025.

Amendment to K911-079

As of 12/01/2023, the contract entitled K911-079 Contract for Professional Services between the following parties:

Kitsap 911

CEJA Engineering

“SECTION 4. COMPENSATION” in the original contract will be amended to read as follows:

Exhibit B: Compensation

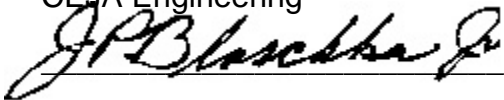
The work will be billed at \$175 per hour inclusive of any local travel expenses. Invoices will be submitted monthly with the date of the time being billed and a description of the work. The value of the contract will be for 100 hours with a not-to-exceed value of \$17,500. The contact may be extended by mutual agreement. The hourly rate is valid through 2025.

These changes are the only changes to the original contract. The entire remainder of the original contract remains in full force. The amendment shall be effective once signed by both parties.

This Amendment shall be signed by the following:

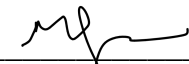
DATED 12/01/2023

CEJA Engineering



(print name) Joe Blaschka, Jr. P.E.

Kitsap 911



(print name) Maria Jameson-Owens



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	<u>Kitsap County</u>
2. Purpose	<u>Kitsap 911 will provide one virtual server space for AXON software for the purpose of collecting information from Kitsap 911's Computer Aided Dispatch system and transmitting it to AXON's hosted evidence applications.</u>
3. Contract Amount	<u>\$3,000.00</u> Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	<u>Feb 14, 2024 to Feb 13, 2025 with option to extend at mutual agreement</u>
5. Contract Administrator	<u>Brandon Wecker</u> Phone <u>360-908-7727</u>
Approved:	Date <u>03/20/2024</u>
<i>Executive Director</i>	
B. ACCOUNTING INFORMATION	
1. Contract Control Number	<u>KC-197-24</u>
2. Fund Name	_____
3. Payment from-Revenue to CC/Account Nbr	_____
C. RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>Farah Derosier WCIA</u>	Date <u>02/21/2024</u>
2. Comments: <u>None</u>	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>Ken Bagwell</u>	Date <u>02/23/2024</u>
2. Comments: <u>None</u>	
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 # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair

Date

CONTRACT NO. KC-197-24
Professional Services Contract

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and Kitsap 911, a public corporation, having its principal offices at 911 Carver Street, Bremerton, WA 98312 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1 The Contract will become effective February 14, 2024, and terminate on February 13, 2025, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

- 2.1. Scope of Work. The Contractor shall provide all "Services" identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. "Contract" means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation). All such documents are incorporated herein in full by this reference.
- 2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.
- 2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the parties.
- 2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$3,000.00. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.
- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.

- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of non-compliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine 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 the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act, or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop-gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by

the Contract.

6.4. Automobile Liability.

Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

6.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

6.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation but has no obligation to revise any insurance requirement or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

6.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

- 6.10. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS- 7, Port Orchard, Washington 98366.

- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: Will Sapp
Title: Lieutenant
Address: 614 Division Street, MS-37, Port Orchard, WA 98366
Phone: 360-337-5660
Email: wsapp@kitsap.gov

Contractor's Contract Representative

Name: Brandon Wecker
Title: Technology Services Manager
Address: 911 Carver Street, Bremerton, WA 98312
Phone: (360) 908-7727
Email: bwecker@Kitsap911.org

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.
- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

Not applicable

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 14.7. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 14.8. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.9. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.10. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.


Signatures on next page.

Dated this 5 day of March, 2024

Dated this 5 day of March, 2024

KITSAP 911

KITSAP COUNTY SHERIFF'S OFFICE



Signature



JOHN GESE, SHERIFF

Maria Jameson-Owens

Print Name

Acting Executive Director

Title

ATTACHMENT A SCOPE OF WORK

Overview

Kitsap 911 will provide virtual server space to KCSO for use with the AXON evidence collection system. This space will consist of one (1) virtual server which will meet or exceed the minimum specifications as written and required by the AXON software. This server will exist as part of Kitsap 911's virtual server infrastructure. Kitsap 911 will provide all necessary requirements (power, hardware, etc.) to maintain the virtual server infrastructure. This server is to be used to the purpose of collecting information from Kitsap 911's Computer Aided Dispatch (CAD) system and transmitting it to AXON's hosted evidence applications. The server is not to be used for any other purposed unless specified and agreed upon by Kitsap 911. Kitsap 911 and KCSO both maintain the ability to terminate this agreement at any such time provided sixty (60) days of notice is given.

Kitsap 911 Responsibilities

Kitsap 911 will be responsible for all of the following with regard to the virtual server:

- Initial setup of the server billed at the business hours support rate.
- Maintenance and upkeep of the virtual server array both hardware and software
- Power required to keep the virtual server online
- Maintenance and security patches of the server
- Server monitoring and security
- Disaster recovery and backups of the server and all data stored on it
- Administrative tasks relating to the lease of the virtual server space such as billing
- Troubleshooting and issue resolution as described in the services fees section

KCSO Responsibilities

Kitsap County Sheriff's Office will be responsible to all of the following with regard to the virtual server:

- Timely payment of invoices for monthly service fees and callout charges
- KCSO will maintain the contract and any associated costs with the continued service provided by AXON
- KCSO will be responsible for maintenance and management of any and all records once they are imported into AXON's evidence software.
- Any public disclosure requests relating to the information stored within the AXON system.

ATTACHMENT B COMPENSATION

Service Fees

Fees for the services provided by Kitsap 911 will be outlined below. These fees are based on the rate of Kitsap 911's engineers' time and total cost of employment and will be reviewed annually and adjusted to reflect changes in the cost required to maintain Kitsap 911's engineers and administrative compensation.

Business Hours Support

Any troubleshooting and requests that are performed Monday through Friday between the hours of 0800 – 1630

\$81.76 per hour rounded to the nearest 15-minute increments.

After Hours Support

Any troubleshooting or after hours support work and/or callouts performed outside of the business hours listed above.

\$122.63 per hour rounded to the nearest 15 minutes with a minimum of 3 hours for any response.

Monthly Support Services

KCSO will be responsible for a monthly service and maintenance fee which will cover hosting, monitoring, maintenance, patching, backups, and administrative functions of the servers.

\$175.63 per month.

Kitsap 911 Public Authority

Resolution 2024-004

Declaring Certain Personal Property as Surplus to the Needs of Kitsap 911 and Removing Said Property from Inventory.

WHEREAS, on April 25, 2016 the Board of County Commissioners adopted ordinance 532-2016 enacting chapter 2.110 of the Kitsap County code (the “Ordinance”), creating the Kitsap 911 Public Authority; approving a charter therefor; establishing a Board of Directors to govern the affairs of Kitsap 911; and providing how Kitsap 911 shall conduct its affairs; and

WHEREAS, Kitsap 911 (the “Authority”) is a public corporation organized pursuant to RCW 35.21.730; and

WHEREAS, the Board of Directors has appointed an Executive Committee and delegated certain powers and authority to the Executive Committee in accordance with article VI of the Bylaws; and

WHEREAS, Kitsap 911 Governing Directive 60 requires the Executive Committee to authorize the removal of surplus personal property/capital equipment from the inventory prior to disposal; and

WHEREAS, the Authority has determined that the personal property/capital equipment listed in Attachment A is surplus to the needs of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Kitsap 911 Executive Committee as follows:

Section 1. Declaring Surplus Property. The Personal Property/Capital Equipment described in Attachment A is no longer needed or necessary for the Authority’s purposes and is declared surplus.

Section 2. Authorizing Disposal. The Executive Director is authorized to dispose of said property in accordance with Governing Directive 60.

Section 3. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a regular meeting of the Kitsap 911 Executive Committee on March 27, 2024, of which all Directors were notified, and a quorum was present.

**KITSAP 911 EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS**

Dusty Wiley, Chair

ATTEST:

Maria Jameson-Owens, Executive Director

Resolution 2024-004

Attachment A

Asset Number	Description	Serial #
70085	DISH TV NETWORK	37128
61238	TABLET, RUGGED F110, MCT	RFA39F2357
61268	Tablet, Rugged F110, MCT	RG339F1458
70190	PRINTER, LASERJET, 1320N	CNBC49506R
70229	PRINTER, LASERJET, 1320N	CNBC49506T
70290	PRINTER, LASERJET, 1320N	CNFC55D05V
70716	TABLET, RUGGED F110, MCT(Cencom-0013)	RH503F0129

Executive Summary

Kitsap 911 Board of Directors

Summary: For the year-to-date period ended February 29, 2024, revenues were above, and operating expenditures were below expectations.

Revenues: As of February 29, 2024, we have received approximately \$3.44M (17.38%) of projected annual revenues, exceeding our year-to-date forecast of \$3.34M by approximately \$92K (2.73%).

We have received approximately \$2.40M (17.06%) of the total sales tax revenues, which was below our year-to-date forecast of \$2.47M by approximately \$68K (2.74%). Total sales tax revenues are divided evenly between our two 1/10th of 1% allocations, each receiving approximately \$1.23M year-to-date.

We have received approximately \$475K (16.57%) of the total projected excise tax revenues, which was above our year-to-date forecast of \$407K by approximately \$68K (16.57%).

We have received approximately \$559K (19.32%) of the total projected for other revenues, which was above our year-to-date forecast of \$468K by approximately \$92K (19.59%). For the current month, 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 February 29, 2024, we have expended approximately \$2.56M (17.08%) of our total operating expenditures appropriation, which was under our year-to-date expectation of \$2.94M, by approximately \$329K (11.3%).

We have expended approximately \$1.74M (14.59%) of our total operating salaries and benefits budget, which was below our year-to-date goal of \$1.87M by approximately \$122K (6.54%).

We have expended approximately \$834K (26.55%) of the total non-labor operating expenditures, which below our year-to-date goal of \$1.04M by approximately \$207K (19.84%). For the current month, the variance from budget was primarily due to equipment repairs and maintenance.

Proposition 2-Funded Capital Project Expenditures: As of February 29, 2024, we have expended approximately \$2.14M (29.25%) of our total annual appropriation of \$7.32M.

Other Capital Projects and Non-Operating Expenditures: As of February 29, 2024, we have expended approximately \$70K (4.74%) of our total annual appropriation of \$1.48M.

Reserves: No reserves have been used year to date.

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

Kitsap 911 Public Authority
Budget Status Report
For the Two Months Ended February 29, 2024

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
REVENUES					
Sales and Excise Taxes					
Sales Tax	\$ 1,200,986	\$ 1,234,827	97.26%	\$ 7,040,065	17.06%
Sales Tax (Proposition 2)	1,200,986	1,234,827	97.26%	7,040,065	17.06%
Telephone Excise Taxes	475,017	407,489	116.57%	2,648,676	17.93%
Total Sales and Excise Taxes	2,876,989	2,877,143	99.99%	16,728,806	17.20%
Agency Fees and Surcharges					
Agency User Fees	336,333	361,218	93.11%	2,347,918	14.32%
NPRV MCT Surcharges	67,027	15,314	437.68%	99,541	67.34%
Total Agency Fees and Surcharges	403,360	376,532	107.13%	2,447,459	16.48%
State and Federal Funding					
State Military Grant	-	22,154	0.00%	144,000	0.00%
State and Community Highway Grant	-	149	0.00%	970	0.00%
Other Grants	-	-	0.00%	-	0.00%
Total State and Federal Funding	-	22,303	0.00%	144,970	0.00%
Other Revenues					
Tower Lease Revenue	107,017	61,537	173.91%	399,991	26.75%
Investment Interest	41,042	5,812	706.20%	37,776	108.65%
Miscellaneous Revenues	7,836	1,441	543.76%	9,367	83.65%
Total Other Revenues	155,895	68,790	226.62%	447,134	34.87%
TOTAL REVENUES	\$ 3,436,244	\$ 3,344,769	102.73%	\$ 19,768,369	17.38%
OPERATING EXPENDITURES					
Labor and Personnel					
Salaries and Wages	\$ 1,398,152	\$ 1,474,132	94.85%	\$ 9,581,861	14.59%
Benefits	227,672	352,681	64.55%	2,116,084	10.76%
Payroll Taxes	118,026	131,591	89.69%	855,340	13.80%
Budgeted Attrition	-	(92,442)	0.00%	(600,871)	0.00%
Total Labor and Personnel	1,743,850	1,865,962	93.46%	11,952,413	14.59%
Building and Tower Sites					
Lease/Rent Payments	10,587	35,875	29.51%	217,901	4.86%
Repairs and Maintenance - Facilities	42,453	120,719	35.17%	208,890	20.32%
Insurance	119,233	123,754	96.35%	123,754	96.35%
Utilities	31,653	31,077	101.85%	181,209	17.47%
Total Building and Tower Sites	203,926	311,425	65.48%	731,753	27.87%
Computer and Other Equipment					
Repairs and Maintenance - Equipment	408,888	463,793	88.16%	821,685	49.76%
Software	107,926	119,281	90.48%	405,581	26.61%
Total Computer and Other Equipment	516,814	583,075	88.64%	1,227,266	42.11%

Kitsap 911 Public Authority

Budget Status Report

For the Two Months Ended February 29, 2024

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
Supplies and Professional Services					
Supplies	10,935	12,901	84.76%	43,866	24.93%
Professional Services	55,155	92,023	59.94%	647,590	8.52%
Communications	25,489	46,418	54.91%	326,659	7.80%
Total Supplies and Professional Services	91,578	151,342	60.51%	1,018,116	8.99%
Other Operating Expenditures					
Travel and Training	6,031	17,459	34.55%	104,735	5.76%
Miscellaneous	16,020	12,926	123.93%	61,339	26.12%
Total Other Operating Expenditures	22,051	30,385	72.57%	166,074	13.28%
SUBTOTAL OPERATING EXPENDITURES	\$ 2,578,219	\$ 2,942,189	87.63%	\$ 15,095,623	17.08%
CAPITAL AND OTHER NON-OPERATING EXPENDITURES					
Proposition 2-Funded Projects					
LMR Replacement	\$ 2,088,107			\$ 5,000,000	41.76%
Microwave System Replacement	396			1,924,793	0.02%
MCT Replacement	-			-	0.00%
Non-Operating Labor	52,679			395,409	13.32%
Total Proposition 2-Funded Projects	2,141,182			7,320,201	29.25%
Other Non-Operating Projects					
Non-Operating Supplies and Services	1,715			10,350	16.57%
Capital Projects	68,711			1,474,559	4.66%
Total Other Non-Operating Projects	70,426			1,484,909	4.74%
SUBTOTAL OTHER NON-OPERATING PROJECTS	\$ 2,211,608			\$ 8,805,110	25.12%
TOTAL EXPENDITURES	\$ 4,789,826			\$ 23,900,733	20.04%

BUDGET POSITION AND ANALYSIS

Revenues Over/(Short) of Expenditures	Year to Date
Proposition 2 Budget (Deficit)/Surplus	\$ (940,196)
Prior Years' Unassigned Funds	940,196
Total	\$ -
Non-Proposition 2 Budget (Deficit)/Surplus	\$ (413,387)
Prior Years' Unassigned Funds	413,387
Proposition 2 Surplus Revenues	-
Stabilization Fund Reserve	-
Total	\$ -

Kitsap 911 Public Authority

Fund Balance Report As of February 29, 2024

CASH AND INVESTMENT BALANCES

Balance Type	Ending 01/31/2024	Current Activity	Ending 02/29/2024
KCIP Investments	\$ 7,937,505	\$ 72,093	\$ 8,009,598
Cash in Bank	2,586,618	216,930	2,803,549
Total Non-Custodial Cash and Investments	\$ 10,524,124	\$ 289,023	\$ 10,813,147
Custodial Funds (FSA Account)	11,721	(11,394)	327
Total Cash and Investments	\$ 10,535,845	\$ 277,629	\$ 10,813,474

USE OF FUNDS

	For the Month Ended 02/29/2024
Primary Revenue Sources	
Ending Cash Balance as of 1/31/2024	\$ 5,516,535
Revenues	1,131,359
Operating Expenditures - Labor	(844,282)
Operating Expenditures - Non-Labor	(467,378)
Capital Expenditures	(65,980)
Ending Cash Balance	\$ 5,270,253
Proposition 2	
Ending Cash Balance as of 1/31/2024	\$ 5,000,719
Revenues	641,271
Capital Expenditures	(99,096)
Ending Cash Balance	\$ 5,542,894
Total Non-Custodial Cash Balance	\$ 10,813,147
Custodial Funds	
Ending Cash Balance as of 1/31/2024	\$ 11,721
Transfers In	-
Transfers Out	(11,394)
Ending Cash Balance	\$ 327
Total Cash Balance	\$ 10,813,474

Current Capital and Other Non-Operating Projects

As of February 29, 2024

Job Code	Project Description	Project Cost Estimate	Funds Appropriated in:			Expenditures			Unspent Balance
			Prior Years	2024	Total	February Actual	Current Year-to-Date	Current Life-to-Date	
26	Backup Center	\$ 140,000	\$ 140,000	\$ -	\$ 140,000	\$ -	\$ -	\$ 31,327	\$ 108,673
29	Unexpended Fire Alerting Project Funds	128,192	128,192	-	128,192	223	223	6,428	121,764
40	UPS Hardware Replacement	300,000	300,000	-	300,000	14,868	14,868	15,526	284,474
44	Server Virtualization & Cyber Security	55,000	55,000	94,000	149,000	-	-	8,107	140,893
49	Antenna Repairs	20,000	20,000	-	20,000	-	-	-	20,000
50	Simulcast Tuning	13,710	13,710	-	13,710	-	-	585	13,125
56	Replace Supervisor & Training Room PCs	23,000	23,000	-	23,000	-	-	-	23,000
57	Microwave System	2,000,000	2,000,000	-	2,000,000	137	396	1,229,248	770,752
58	LMR Replacement Project	39,000,000	4,000,000	-	4,000,000	70,886	2,088,107	2,109,266	1,890,734
61	CCTV and Access Control Replacement	500,000	500,000	-	500,000	2,868	2,868	158,139	341,861
64	Dispatch Floor Project - Console Furniture	500,000	500,000	-	500,000	91	91	91	499,909
65	Dispatch Floor Project - Carpet	150,000	150,000	-	150,000	-	-	-	150,000
66	Dispatch Floor Project - Soundproofing	150,000	150,000	-	150,000	-	-	-	150,000
67	Replace AV System	250,000	250,000	-	250,000	-	-	108	249,892
68	VX Rail Infrastructure	200,000	200,000	-	200,000	-	-	209,435	(9,435)
69	Move-up Module	100,000	100,000	-	100,000	-	-	-	100,000
70	Data Logging Software	50,000	50,000	-	50,000	-	-	-	50,000
71	First Due Interface	50,000	50,000	-	50,000	-	-	-	50,000
72	Network Security Analysis	50,000	50,000	-	50,000	-	-	-	50,000
73	Secondary Edge Frontier Licenses	15,000	15,000	-	15,000	-	-	-	15,000
74	Office and MDM Replacement	20,000	20,000	-	20,000	-	-	-	20,000
75	Offsite Backup Enhancements	20,000	20,000	-	20,000	-	-	-	20,000
Total		\$ 43,734,902	\$ 8,734,902	\$ 94,000	\$ 8,828,902	\$ 89,071	\$ 2,106,552	\$ 3,768,259	\$ 5,060,643

Kitsap 911 2024 Key Projects and Initiatives

Technical Projects			Estimated			
Proj/Task#	Project/Initiative		Priority	Start	Completion	Status
2019	1	Backup Center - Phase 1	3	9/30/2022	TBD	In Progress
2019	2	SUPPORT - RMS/JMS Replacement (Support KCIS)	3		6/30/2023	In Progress
2021	3	Closest Fire Unit Dispatch- Changing Gears Deployments	2	6/1/2021	Q4 2024	Delayed Start - In Progress
2022	4	Cad to Cad Interface with South Sound 911	3	Q3 2022	Q4 2023	In Progress
2023	5	Replace UPS	5	4Q 2022	TBD	In Progress
2023	6	Data Logging Software	3	Q2 2023	TBD	Rescheduled
2023	7	Secondary Edge Frontier License	3	Q3 2023	Q3 2024	In Progress
2023	8	Improve redundancy of VX Rail Infrastructure	3	4/1/2023	Q1 2024	Complete
2023	9	Cyber Security Upgrade	3	Q4 2023	Q1 2024	Not Started
2023	10	Replace AV System	4	Q4 2023	Q3 2024	In Progress
2023	11	Dispatch Floor Project - Carpet	3	Q4 2023	Q2 2025	In Progress
2023	12	Dispatch Floor Project - Soundproofing	3	Q4 2023	Q2 2025	In Progress
2023	13	Dispatch Floor Project - Console Furniture	2	Q4 2023	Q2 2025	In Progress
2024	14	Backup Center - Phase 2	3	TBD	TBD	Not Started

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

Microwave Expansion Project (Multi-Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
MVE	1	Add connections to three sites (involving changes at six sites). Additional Milestones coming	2	Q1 2024	Q4 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, additional Milestones coming	1	Q4 2023	TBD	In Progress

SAB

Radio Program Update

March 26, 2024

R. Scott Peabody, P.E.

speabody@kitsap911.org

360 552-8402





March 2024

Progress Report Kitsap 911 P25 Digital Radio Program



March 15, 2024

Prepared by:
R. Scott Peabody, PE

Beginning March 15th

- Summary
- A Closer Look
- Project Schedules



Progress

User Radios

- Ordered Early Deployment Mobiles and Test Portables
- 👎 Factory Ship Date 6/21/24
- 👍 Requested Partial Shipment to Improve Delivery Date

Microwave

- Close Out of First (2023) Build
- Expansion to E 30th, Kingston, and Norm Dicks Center sites
- 👍 Factory Staging in Austin TX 3/26/24 (Ahead of Total Solar Eclipse)



Dispatch Console System

- Ordered Equipment 2/20/24
- 👎 Reviewed Screen Designs
- 👍 Revised Initial Deployment Plan

Radio Infrastructure

- 👍 Ordered 3/21/24
- Review of Coverage in April
- Start Assembly of System in Lacey 6/19/24
- Integration Testing and Acceptance by Labor Day