

# Kitsap 911 Executive Committee Meeting

April 24, 2024 ~ 1:00 PM to 3:00 PM

Via Zoom or Public in-person at Kitsap 911

## A G E N D A

1. Call to Order (Chair)
2. Public Comment (limited to 2 minutes per speaker) (Chair)
3. Additions to Agenda (Chair)
4. [Approval of Minutes \(04-10-2024\)](#) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
  - a. [A/P Warrant Numbers 6422 through 6449](#)  
Total \$ 751,419.20
  - b. [Payroll Dated: 04/12/2024](#)  
Total: \$ 402,137.92
  - c. Use Tax Dated: None  
Total Increase: \$
6. Ratification of Executed Contracts (Jameson-Owens)
  - a. [K911-076 Legacy UPS Power](#)
7. Executive Session (Bagwell)
8. Action Items
  - a. None
9. Resolutions
  - a. None
10. Discussion Items
  - a. 2025 Draft Budget (Rogers)
11. Staff Reports (time-permitting)
  - a. Staffing Report (Taylor)
  - b. [Goals and Tech Projects Update](#) (Wecker)
12. Good of the Order
13. Adjourn

Topic: Kitsap 911 Executive Committee

Time: This is a recurring meeting

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**Kitsap 911 Executive Committee Meeting Minutes**  
**04/10/2024**  
**Via Zoom or In-Person at Kitsap 911**

<b>Attendees:</b>	<b>Guests:</b>
Director, Dusty Wiley (Chair)	
Director, David Ellingson (Vice Chair)	
Director John Gese	
Director, Greg Wheeler (arrived late)	
Director, Rob Putaansuu (arrived late)	
Strategic Advisory Board Chair, Rick Lagrandeur	
Strategic Advisory Board Vice Chair, Joe Clark	<b>Absent:</b>
Acting Executive Director, Maria Jameson-Owens	
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	
Radio Program Manager, Scott Peabody	

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

**Public Comment:** None

**Additions:** None

Approval of Minutes from March 27, 2024

Chair Dusty Wiley made a motion to approve minutes from March 27, 2024. Motion was seconded by Director Gese. Motion passes.

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

Director Wiley moved approval of A/P 6380 through 6421. Total \$ 152,091.93  
Payroll dated 03-29-2024, Total: \$ 461,684.06  
Motion was seconded by Director Gese. Motion passes.

Ratification of Executed Contract:

None

Action Items:

None

Ratification of Resolutions

None

Discussion Items

**Hiring Subcommittee Report**

[This item was discussed near the end of the agenda to allow for Director Wheeler’s arrival.]

Director Wheeler shared that the Hiring Subcommittee met recently and have agreed that an employment contract should be crafted. It is being drafted with the same salary and benefits rolled over and include some language about doing a salary survey for future increases. The board wants to know what the comparable salary benchmarks are after it is finalized. The committee will come forward to the Board with the draft contract shortly.

Director Putaansuu asked if there are steps in the salary range?

Ms. Jameson-Owens confirmed that there is one number; there are ranges for every position except the Executive Director.

Human Resources Manager, Rachael Taylor confirmed that about half of the organizations she gets comparable salary information from have one number set by the board for the Executive Director.

Director Wheeler confirmed that they are moving as quickly as possible but thoroughly and deliberately. He confirmed the contract will be ratified by the full board at the next meeting. Everything after that for the salary survey and structures, we can get those worked out after we get the new Director in place.

## 2025 Budget Workshop

[This item was discussed near the end of the agenda to allow for Director Putaansuu and Director Wheeler's arrival.]

Director Wheeler shared he felt it was important to discuss the conversations that have been happening about the potential three million gap in the 2025 budget and the communication to the board about that. Director Ellingson re-read a portion of the March 27<sup>th</sup> Executive Committee minutes where the 2025 budget was not mentioned and requested clarification.

Finance Manager, Steve Rogers explained that the need to go out for debt for the radio project for roughly \$11 million has always been planned and that is to pay for the Radio project when we didn't have the Proposition 2 revenue that was sufficient to cover the capital expenditures needed. He reiterated that we've always known we will need to take on debt for this project. This is why we did the bond reimbursement resolution so if we decided to bond, we could recoup some of our expenditures with the tax-exempt bond proceeds.

He then addressed Director Wheeler's question on the \$3 million shortfall – there a couple of assumptions that are being made. First, we are in the budget season now, so we were not prepared to talk about the specifics of the 2025 budget until now. The \$3 million shortfall is not really a shortfall. Like we have discussed at several of the prior meetings, we are going to have to make some difficult decisions about how to address the cash flow requirements that Kitsap 911 has an organization. To do that, the best way to approach a budget season is to have comparable budgets. The 2025 budget was prepared the same way as the 2024 budget purely for comparability. This was done knowing we would have to make significant adjustments and move a lot of things around. That is why we proposed budget workshops; to have a collaborative effort to come up with the best scenario but there was never going to be a draft budget coming forward that had a \$3 million budget deficit.

That being said, we have had a budget deficit just about every year on the operating side: in 2017, 2019, 2020, 2021, 2022 and 2023. That is just operating revenues and operating expenditures. This board has passed our budgets every year except for 2018 which had a \$65,000 surplus with deficits built into it. In the January 2024 meeting, where Mr. Rogers recapped the 2023 year, it was explained how the margin between operating revenues and expenditures has decreased incrementally over the years and that it was a notable concern.

Mr. Rogers reiterated that the intention was never to bring forward a \$3 million deficit budget, but that we wanted you to have a document that you could look at that was comparable between 2025 and 2024 so we would have a starting point to begin our discussions.

Director Wheeler indicated that revenue not meeting expenses year over year as a common practice is good information. We all budget for 100% Full Time Equivalents (FTE) but that is not possible, and

we hope for 70% so you end up in the black quickly. He indicated regret this came out the way it did to Board members. He asked if this is a common middle of the year scenario; that in past years, we have just worked through and then gotten to a balanced budget?

Mr. Rogers indicated that for our 2018 and 2019 budgets, we had two or three budget workshops to work out some of the larger adjustments. For the 2020-2024 budgets we moved away from the workshops and made the adjustments proactively and then presented the budgets to the board and explained the differences. We did that because sales taxes were performing well and there were a lot of factors that made us feel that we could make decisions at the management level and present them to the board for approval. But with the radio project, with Proposition 2 revenues in full swing and debates about what it can be spent on, bond proceeds, types of debt instruments -- those sorts of decisions require creating comparable budgets so you can see apples to apples and then discuss where we go from there, going back to our 2018, 2019 method. We felt that we could not in good conscience make the decisions and then give you a week to think through it. Thus, we have not been doing the budget this way recently, but the decisions are too large, and we wanted more of a collaborative involvement between management and the board.

Director Putaansuu stated that budgets are projections and we have been overperforming on sales tax for the last several years. He asked if we've been overperforming the budget for last five or six years?

Mr. Rogers shared [a slide](#) of the Operating Cash Position Budgeted to Actual with the dark blue bar as the budget and the light blue as the actuals. This chart is just of operating revenues vs expenditures.

Director Putaansuu summarized that the slide does prove we did overperform the budget except for 2023 and asked if why we didn't overperform was due to the fourth quarter. Mr. Rogers confirmed we saw the sales tax revenue softening in fourth quarter 2023 and the start of 2024. Director Putaansuu indicated his municipality is experiencing this too.

Mr. Rogers indicated that the margins that we've had - the differences between operating budget and operating expenditures - have been cut roughly in half every single year. It was 6% in 2020, then 3% and then 1.6% which was included in the presentation in January. Yes, we've been able to balance the budget with a combination of cutting costs and far better than anticipated sales tax revenues, but we are running out of runway.

Director Wheeler indicated he fully agrees with the approach for bringing in comparisons and we have shifted back to earlier days where the board was more involved with funding decisions.

Mr. Rogers indicated that Kitsap 911 prepares and presents our budget earlier than other agencies, but we wanted to start this well in advance of when we would normally pass our budget in our June

meeting. The last time we had workshops was when we were anticipating a shortfall and discussing raising user fees.

Director Wheeler indicated that it sounds like a good faith attempt to be communicative and to have good discussions like what we used to have, which turned into a sky is falling scenario and he doesn't see a fault here.

Director Wiley indicated that at the last meeting, the full board wanted to be more informed with what is going on with the executive board. He asked if we can we give our minutes to the Board with the Board packet? Acting Executive Director Maria Jameson-Owens indicated that we could include those minutes.

Director Putaansuu summarized he feels that we had a more transparent process prior to the last few years. He expects staff to make recommendations, but the board needs to be involved in the entire budget process.

Mr. Rogers indicated that the former Executive Director and he fundamentally disagreed about this process. He sees his role as the subject matter expert and will - right, wrong or indifferent – present the data to the Board and give you all the information you need to make the decisions. His role is to adhere to and enforce the decisions you make and not make them for you. We are trying to return to a more collaborative approach to this because the decisions we will make are very weighted and we want all your feedback on this. When we present the budget, it will be with a very detailed slide deck along with the supporting workbook so you can review them at your leisure. This endeavor is entirely transparent, and we really would not have it any other way.

Ms. Jameson-Owens indicated that this is the first year she has overseen budget, and she did not mean to sound an alarm. She is a little different than prior leadership in that she is very open about talking about any concerns. Her plan is to have a budget workshop for the entire board in May, so nothing is a surprise. The budget will go to the Executive Committee and SAB before the workshop. We have already started looking at options and will present those in detail. We want to send out a Doodle poll to schedule that workshop in the last week of May.

Director Putaansuu prompted discussion about the timing of the budget approval which is usually a goal for the June Board meeting. He asked if we could approve the budget in September because we will have six months of the current year's data not realized in June, especially the performance of sales tax. Director Ellingsen indicated that we have approved the budget in September in the past. Ms. Jameson-Owens confirmed that approving in September will still allow the agencies who rely on that information to get what they need in time. Director Ellingson indicated that there are a lot of unknowns that put speculation in the budget and the earlier we do it, the better decision we get later. Mr. Wecker clarified that we often approve the operations budget in June but approve the tech and capital budget later in a two-part process, however, this time we are doing it as one budget

which Director Putaansuu agreed was better. Director Putaansuu is okay developing a worst-case scenario and then hopefully getting to the best path as we go on. Mr. Rogers confirmed that the only required date to pass the following year's budget is the end of December of this year although we have never done it that late due to the user agencies' needs. Director Ellingson indicated that the Fire services approve their budget in November to get it to the County. Director Putaansuu stated that we can have the framework of the budget by June and July and then have changes finalized by September. Director Ellingson agreed that process works.

Director Ellingson stated that we have a little bit of a public relations problem right now about the \$3 million deficit and asked, is there a problem and what do we have in the reserves currently?

Mr. Rogers explained that we are audited every single year and the State Auditor's Offices audits for going concerns. We have never had a going concern issue and have always had clean audit reports. Our audit this past year was so spotless that we didn't even have any exit recommendations. We are on very stable footing as an agency and there is zero concern there. As far as the \$3 million "problem" – it is just a comparable to last year that we need to discuss. There are a few options that we can talk about including debt, agency user fees and Proposition 2. Mr. Rogers emphasized that he is not concerned at all, and we have millions of dollars in our account right now. It is all scheduled out about how it will be spent on our cash flow statement, and everything is proceeding just fine, and we look forward to your input at the workshops

Director Ellingson stated that with the Proposition 2 money, it goes to radio project and future capital increases.

Mr. Rogers confirmed for Director Putaansuu that we have a balanced budget, and we are performing to budget at this time. Director Putaansuu asked what our reserves are now?

Mr. Rogers has not completed the March report, but he looked at February 2024. Our stabilization fund is 17% or two months of our operating budget. As of the end of February we had 10.8 million in the bank which is a combination of Prop 2 money and non-Prop 2 money.

Director Putaansuu and Mr. Rogers both agreed that there is no need for alarm or course corrections.

Ms. Jameson-Owens confirmed that the Executive Committee agreed to send out a Doodle poll to set a date for the Budget workshop for whole board last week of May.

### Staff Reports:

#### **Continuous Improvement Progress Reports**

##### **Staffing**

Human Resources Manager, Rachael Taylor reported on progress in the first quarter 2024.



The first goal is to increase employee diversity to match our county's demographics by eliminating the testing fee, and by attending in-person recruitment events in our community and the surrounding areas.

We successfully eliminated our testing fees as of January 1st. After our second recruitment this year we will look back and see if the fee elimination has impacted the number of applicants testing. Interacting with the community continues to directly impact our employee diversity by increasing our access to the diverse population in our county, and as a result, increasing the number of candidates who apply for open positions. So far in 2024, our Human Resources Team has attended 7 career fairs, and we already have 12 more planned. Since the start of the year, we have increased our employee diversity by 3% and will continue these efforts until our workforce is reflective of the diverse population we serve.

Our second goal is to fill each new hire training academy by boosting our job on websites that have proven effective and increasing the number of community events we attend.

We have plans to attend more job fairs this year and we've found success with the websites we post our jobs on as well as social media. In January we filled 3 of 4 academy spots and we are on track to fill 4 out of 4 later this month.

The third goal is to improve the new hire retention percentage over 2023's percentage by adjusting the recruitment process as needed to make sure we are hiring and retaining successful candidates. We started quarterly check-ins with all new employees this year and so far, it's been helpful in addressing concerns and gaining valuable insight on the effectiveness of our training and how we can do better. In 2023 our new hire retention rate was 56%. It's still early, but so far in 2024 we are at 100%.

The fourth goal is to utilize NEOGOV, our applicant tracking system, for efficiency.

Our goal is to route new hire forms electronically to the executive director and to have applicants be able to upload their documents directly to their NEOGOV profiles. We have begun the initial stages for these projects and are on track to complete both by the end of 2024, as planned.

### **Technology Services Group**

Technology Services Manager, Bandon Wecker presented on Quarter 1 progress in 2024.

#### Improve MCT Support

Definition:

- Improve user self-sufficiency by completing the roll out of self-service password reset and providing users with training and documentation by the end of 2024.
  - Success will be measured by reviewing the total of password reset work orders at the end of 2024 vs the total from the previous year.
  - Success will also be measured by reviewing the totals for MCT password resets as provided by Kitsap County's Audit Log.

Update:

The Self Password Reset process has been fully implemented with Bainbridge Island Police Department, Bremerton Police Department and Kitsap County Sheriff's Office. Each agency receives the user instructions when Mr. Wecker begins working with them and they distribute to their users. This is only being used for Law Enforcement agencies. Port Gamble Police Department will be next which means we are essentially 43% done. A side benefit of this work is that during this process we have also been auditing the accounts for our multifactor, active directory and CAD personnel records. We are ensuring only actively used or assigned accounts are enabled and set up properly. This has worked quite well in getting these systems updated.

### Evaluating efficiencies and improving site check documentation and process

Definition: (This CIP has a few goals)

- Implement Automate generator testing.
  - Success will be measured by having 100% of the sites capable of doing automatic generator testing by the end of 2024.
- Switching to remote radio and microwave checks. Reducing the number of checks being done at each site to onsite only tasks.
  - Success will be measured by comparing the 2024 site checklist to 2023 for a reduction on.
- Create clear definitions of site checks vs site work.
  - Success will be measured by ensuring there are work orders entered for 100% of sitework.

Update:

In terms of automatic generator testing, we have implemented this and now are into our fourth month of this program. We have some programming adjustments to be made: one (possibly two sites) can only do weekly generator testing and we are working on how to improve this.

Remote radio and microwave checks, the new Aviat microwave system has granular alarm monitoring capabilities and is being utilized now. These alarms are collected on a machine at Cencom and are accessible from Cencom, remote, and even the sites themselves.

Site Checks vs Site work - we took the manual checklist that is currently stored in SharePoint and moved it to Asset Panda. Asset Panda allows lists and forms to be created that can then be manipulated via an app on your phone. This is now what is being used for site checks. It is quick and easy, and immediately creates a record in Asset Panda that can be reviewed later as needed. This has eliminated the need to transfer information from a paper checklist to a document in SharePoint back at the office. The SharePoint checklist could possibly be construed as evidence that we've already fulfilled the need to reduce the number of checks being done to physical, onsite only, tasks. It is substantially shorter than the original list.

We have done the groundwork for defining site checks vs site work and are currently reviewing the definitions.

Regarding our definitions for site checks vs site work, we offer the following possibilities:

“Site Checks are composed of a predetermined set of tasks as outlined in the Site Checks checklist, and any other tasks that can be completed without the use of complex tools or technical guidance in the course of a physical Site Check.”

“Site work is all other work completed at tower sites, simple or complex, as part of an existing ticket or not, using any level of expertise, that does not fall under the definition of a Site Check. In other words, it is all work completed at sites that is not part of a routine site check.”

### Evaluate and improve monthly reports

Definition:

- This CIP will focus on the monthly TSG reports. We will review the reports to ensure they are done accurately and effectively. As part of this process, we will:
  - Validate with agencies that all reports are still needed.
  - Evaluate the current needs of the agencies and update reports provided by Kitsap 911 as needed. If during this assessment new reports or large-scale report changes are requested, then those requests will be converted to tasks and will be reviewed as additions to K911's long range work plan.
  - Determine if any reports would be better as maps.
  - Evaluate if there are reports that the user could run themselves through Netviewer.

Success Criteria:

- Success will be measured by checking off each report has been validated as still needed and clearly identifying who is using it. Success will also be measured by the work orders created for any report improvements made to satisfy agency requests.

Update:

The techs working on this CIP have been primarily focused on CAD to CAD with South Sound. We are nearing completion of that project and then they will have time to dedicate to this CIP work.

### **Staffing Report**

Ms. Taylor reported that since the last meeting, we have not had any employees leave. We currently have 10 vacant positions on the dispatch floor and one vacant finance specialist position. We are fully staffed in our tech group.

We have 3 new call receiver trainees in training on the dispatch floor. We also have 2 assistant supervisors in training, and 2 in law enforcement dispatch training – one of them is about to be signed off.

We had director interviews this week for the telecommunicator trainee position and have made conditional offers. We've also extended an offer to a candidate for the finance specialist position. We will have 4 telecommunicators starting at the end of April and the finance specialist will start in the first week of May.

## Goals & Tech Projects Update

Mr. Wecker reported that [the list](#) included in the packet has been renumbered and some milestones have been entered in for the microwave and radio projects.

### 2022-4 - CAD to CAD with South Sound 911

This project creates an interface between our two CAD systems. The system is built in live, but we ran into some issues we need the vendor to fix, we will be doing testing of these the week of the 22nd.

### 2023-5 - Replace UPS System

This is the project to replace the UPS at Kitsap 911. A legal review of the contract should be wrapping up this week.

### 2023-11 - Dispatch Floor Projects - Painting and Flooring

We are making great progress on the painting and carpet replacement. We are close to completing the replacement of all the tile flooring this week and carpet has started this week as well in the admin area. The next area to be disrupted will be the other half of the front office where the help desk is located.

### 2023-13 - Dispatch Floor Projects - Console Furniture

This project replaces the console furniture on the dispatch floor. Demonstration consoles will be set up at Kitsap 911 on 5/8/24 and will remain for two weeks. We will be putting out an assessment survey for our employees to fill out, which will look like our radio survey. We will also have a vendor day and be inviting other agencies to review the consoles. We will be going to Thurston Communications (TCOM) to review their consoles in early May.

Just a closing note on the microwave and land mobile radio (LMR) project sections of the list: We have added the milestone tasks for these sections. This list matches Scott's report indicating that the second phase of the microwave work has made a lot of progress. We also added the DC power upgrade for our sites into the LMR project as a milestone.

## Land Mobile Radio (LMR) Project Update

Radio Program Manager, Scott Peabody, presented [slides](#) on the LMR project attached below. The radio program has had a tremendous amount of momentum. The progress made in just the last two weeks was listed on the first slide. We have received most of the first radio order for new vehicle installations, law test portables and a few fire test portables. We are preparing for installation and are shooting to have the first mobile install done in April. On the dispatch console system, we have reached a 60% milestone for the screen design, and we have scheduled factory acceptance on April 29 and 30. On the radio infrastructure component, we have completed the radio coverage design, ordered infrastructure equipment; and targeted mid-June for building this system. We have just reviewed the radio license applications.

Mr. Peabody confirmed we already have some radio licenses, but we need more and will have all the licenses in place when infrastructure is ready. He continued reporting on the microwave component where we have completed factory acceptance and have received that equipment.

### *Coverage predictions*

Coverage is a complicated, statistical-orientated topic. We have based our coverage predictions on industry standard numbers and generally the maps are conservative and pessimistic. Vendors want to be sure they can deliver their guarantee of coverage. There is always the risk that people misunderstand coverage. Just because an area is well covered doesn't mean radios will work the same on every corner and area of the county. This is based on "bounded area percentage coverage" and we defined the bounded areas as: countywide, municipalities, fire districts and federal. There are various signal levels: outside, inside residential, inside light industry and commercial buildings, and heavy industry like the shipyard. We looked at the land use maps for each entity and derived our best guess and consulted with fire chiefs who indicated where they required better coverage.

Director Ellingson commented that there was a lot of concern about coverage area gaps across the county, even miles of surface area which was a big problem for fire and law enforcement. He asked if there will be a significant difference? Mr. Peabody indicated he was confident in that.

Mr. Peabody shared a slide about Coverage Predictions over the three stages of the project. The slides indicate how well our predictions meet or exceed the standards in various areas for different types of circumstances such as mobile outdoor or portable indoor. The portable indoor residential column is the more challenging issue - one to two story wood building coverage anywhere in the county.

Director Ellingson asked is it the intent to improve inside those buildings or ask owners to put in repeaters? Mr. Peabody responded that it is both because it is a mixed bag of building types such as schools, or ferry terminals. We have not said that we will cover everything; there are going to have to be some inbuilding systems in some areas. However, the project will make a dramatic difference in those buildings. We will still have to do site surveys and walkthroughs.

Director Putaansuu asked what does it cost a building owner to add an onsite system?

Mr. Peabody indicated it is very difficult to say but it can be \$30,000 to \$50,000 and there is also ongoing testing and reporting costs. This is mostly for businesses, but in some storage facilities and apartment buildings, this could be needed as well. This is really the fire marshal's domain on what is required.

Mr. Peabody confirmed that both fire and law will get the same coverage because we will all be on the same new system, and it will work the same with everyone. We have been working with the fire marshals as well.

Ms. Jameson-Owens asked that for right now the buildings where we have systems for inbuilding coverage – it is a small number? Mr. Peabody confirmed that we have roughly 15 of them, which is a small number. King County has about 300 of them. Mr. Peabody also confirmed that those buildings requiring an inbuilding system will be fewer because of the new system but added that Kitsap County is also growing and using materials that interfere with radio signal such as thermal window coverings.

Director Gese asked if the area is exclusive to the bounded areas in Kitsap County and Mr. Peabody shared a slide with a map showing the Stage 1 Predicted Mobile Radio Coverage which shows that “Kitsap County” means all of Kitsap County and surrounding water. He confirmed that we will enhance radio coverage after Stage 1. We will add 6-9 systems in stage 2 and 9 more in Stage 3. Stage 2 is improvements and coverage based on predicted models. Stage 3 is improvements and coverage based on actual experience and feedback which requires about three years to build.

Mr. Peabody also explained that the gray on the map is predicted to be industry standard and the white area are areas that we predict less than industry standard, and the pink areas experience interference of some kind.

#### **Emerging Issues-**

None

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

Director Wheeler said that Director Putaansuu did a great job at the Kitsap Builder’s Association meeting.

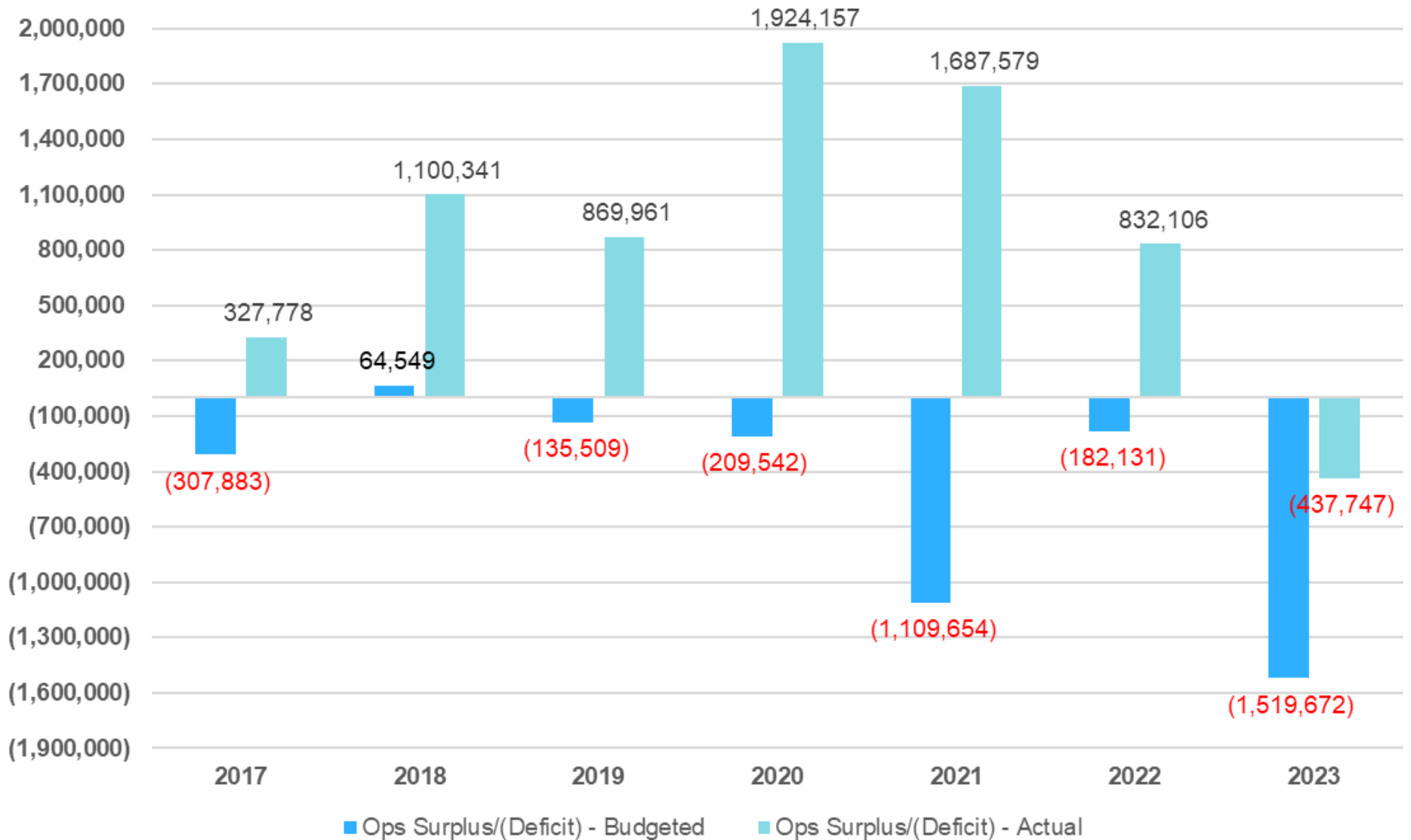
Director Ellingson expressed appreciation of the professionalism of the board and how it supports Kitsap 911.

He also mentioned that today is National Siblings Day so reach out and tell them how thankful you are for them.

**The meeting is adjourned at 1417.**

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

## Operating Cash Position Budgeted v. Actual



# 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	Complete microwave design (sufficient to order) and order	2	Q1 2024	1/31/2024	Complete
MVE	2	Complete Factory Acceptance Testing	2	Q1 2024	3/31/2024	Complete
MVE	3	Receive microwave equipment	2	Q2 2024	4/1/2024	Complete
MVE	4	Install and Commission microwave equipment	2	Q2 2024	Q4 2024	In Progress

LMR Replacement Project (Multi -Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
LMR	1	Order Early Deployment Mobile Radios and Begin Vehicle Installations	1	Q1 2024	Q2 2024	In Progress
LMR	2	Obtain Radio Licenses	1	Q1 2024	Q3 2024	In Progress
LMR	3	Integration Testing of Radio System, Console system, CAD, etc.	1	Q2 2024	Q4 2024	In Progress
LMR	4	Move Radio Equipment to Tower Sites	1	Q3 2024	Q1 2025	Not Started
LMR	5	System Testing and Acceptance of Phase 1 Sites	1	Q1 2025	Q2 2025	Not Started
LMR	6	DC Power Systems Replacement	2	Q4 2023	Q2 2025	In Progress



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# Executive Committee Radio Program Update

April 10, 2024

R. Scott Peabody, P.E.

[speabody@kitsap911.org](mailto:speabody@kitsap911.org)

360 552-8402





# Progress in the Past Two Weeks

## User Radios

- Received Most of First Radio Order
  - Mobiles for 2024 New Vehicle Installations
  - Law Test Portables
  - 6/21 Fire Test Portables
- Preparing Radios for Installation (Receiving, Testing, Asset Tagging, Programming, Building Kits, etc.)



## Dispatch Console System

- 60% Milestone for Screen Design
- Systems Built at Zetron by 4/16
- Scheduled Factory Acceptance 4/29 & 4/30

## Microwave

- Completed Factory Acceptance
- Received Microwave Equipment

## Radio Infrastructure

- Completed Radio Coverage Design
- Ordered Infrastructure Equipment
- Reviewed Radio License Application

# A Few Words about Coverage Predictions

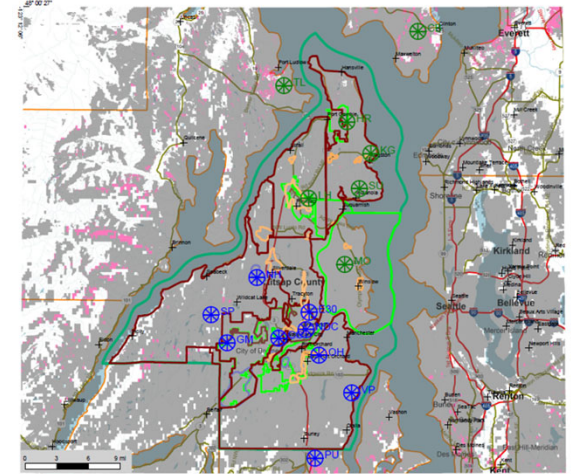
## Coverage Predictions:

- Very Complicated Subject
- Based on Industry Standard
- Generally Conservative (Pessimistic)

## Kitsap 911 Coverage Specifications

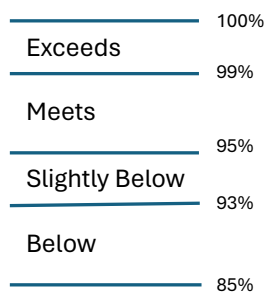
- Bounded Area Percentage Coverage
- Bounded Areas:
  - Countywide, Municipalities, Fire Districts, and Federal
- Various Signal Levels
  - Mobile Outside
  - Portable Outside, Indoor: Residential, Commercial\*, Industrial\*

\*Kitsap 911 Requirements Exceed Industry Standards



# Stage 1 Coverage Predictions

Results Need  
Field Verification



Bounded Area	Requirements Compliance				
	Mobile Outdoor	Portable Outdoor	Portable Indoor Residential	Portable Indoor Commercial <sup>1,2</sup>	Portable Indoor Industrial <sup>1,2</sup>
Kitsap County	Meets	Slightly Below	Below	Meets in Some Areas	Meets in Some Areas
Bainbridge Island	Exceeds	Exceeds	Meets	Meets in Some Areas	Meets in Some Areas
Bremerton	Exceeds	Meets	Meets	Meets in Some Areas	Meets in Some Areas
Port Gamble Reservation	Meets	Meets	Meets	Meets in Some Areas	Meets in Some Areas
Port Orchard	Exceeds	Exceeds	Exceeds	Meets in Some Areas	Meets in Some Areas
Poulsbo	Exceeds	Exceeds	Meets	Meets in Some Areas	Meets in Some Areas
Suquamish Reservation	Exceeds	Exceeds	Meets	Meets in Some Areas	Meets in Some Areas
BFD	Exceeds	Meets	Meets	Meets in Some Areas	Meets in Some Areas
BIFD	Exceeds	Exceeds	Meets	Meets in Some Areas	Meets in Some Areas
CKFR	Slightly Below	Below	Below	Meets in Some Areas	Meets in Some Areas
NKFR	Exceeds	Below	Below	Meets in Some Areas	Meets in Some Areas
PFD	Exceeds	Meets	Meets	Meets in Some Areas	Meets in Some Areas
SKFR	Meets	Below	Below	Meets in Some Areas	Meets in Some Areas
Federal	Meets	Below	Below	Meets in Some Areas	Meets in Some Areas

<sup>1</sup>System Requirements exceed industry standards

<sup>2</sup>Specific areas were defined in requirements. Coverage improvements from additional sites is required and contracted in Stage 2 and Stage 3.

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# Backup Slides

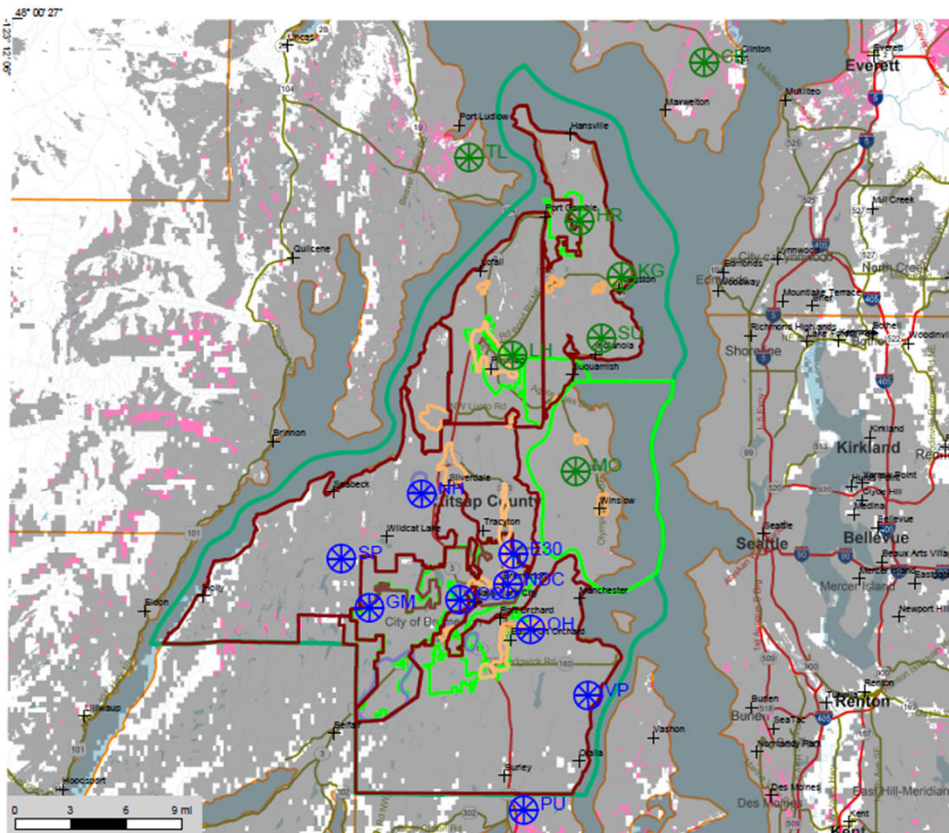


# RACOM Corporation

RAPTR Version 32.2.482  
 Monday, March 25, 2024 11:48:07  
 Project: Kitsap 911 800Mhz  
 MBP: MGO163  
 Figure: 16eSite Combined Kitsap Co 800Mhz P25 Simulcast Mobile TalkOut  
 Analysis: H-DQPSK 10Hz Doppler Delay Spread  
 Confidence: 95.0%  
 Engineer: UZDD  
 Map type - 1:380,160

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.  
 <-110 dBm > 0.0 us > 62.0 us

# Stage 1 Predicted Mobile Radio Coverage Results Need Field Verification



Boundary	<-110 dBm	>0.0us	>62.0us	Total Cov.	Req.
Kitsap_County	2.1%	97.6%	0.3%	97.6%	95.0%
Bainbridge_Island_city	0.0%	99.9%	0.1%	99.9%	95.0%
Bremerton_city	0.4%	99.4%	0.2%	99.4%	95.0%
Port_Gamble_Tribal_Community_CDP	0.0%	98.4%	1.6%	98.4%	95.0%
Port_Orchard_city	0.0%	100.0%	0.0%	100.0%	95.0%
Poulsbo_city	0.0%	100.0%	0.0%	100.0%	95.0%
Suquamish_CDP	0.0%	99.9%	0.1%	99.9%	95.0%
BFD	0.4%	99.3%	0.3%	99.3%	95.0%
CKRF	5.5%	93.6%	0.9%	93.6%	95.0%
FED	3.0%	97.0%	0.0%	97.0%	95.0%
HIA1	0.0%	100.0%	0.0%	100.0%	95.0%
HIA2	0.0%	100.0%	0.0%	100.0%	95.0%
HIA3	0.0%	100.0%	0.0%	100.0%	95.0%
HIA4	0.0%	100.0%	0.0%	100.0%	95.0%
HIA5	0.1%	99.9%	0.0%	99.9%	95.0%
HIA6	0.0%	100.0%	0.0%	100.0%	95.0%
HIA7	0.0%	100.0%	0.0%	100.0%	95.0%
ICA1	0.0%	99.5%	0.5%	99.5%	95.0%
ICA2	0.0%	100.0%	0.0%	100.0%	95.0%
ICA3	0.0%	100.0%	0.0%	100.0%	95.0%
ICA4	0.0%	100.0%	0.0%	100.0%	95.0%
ICA5	0.0%	97.8%	2.2%	97.8%	95.0%
ICA6	0.0%	100.0%	0.0%	100.0%	95.0%
ICA7	0.0%	100.0%	0.0%	100.0%	95.0%
ICA8	0.0%	100.0%	0.0%	100.0%	95.0%
ICA9	0.0%	100.0%	0.0%	100.0%	95.0%
ICA10	0.0%	100.0%	0.0%	100.0%	95.0%
ICA11	0.0%	100.0%	0.0%	100.0%	95.0%
ICA12	0.0%	100.0%	0.0%	100.0%	95.0%
ICA13	1.9%	98.1%	0.0%	98.1%	95.0%
ICA14	0.0%	100.0%	0.0%	100.0%	95.0%
ICA15	0.0%	100.0%	0.0%	100.0%	95.0%
ICA16	0.0%	100.0%	0.0%	100.0%	95.0%
ICA17	0.0%	100.0%	0.0%	100.0%	95.0%
NKFR	0.6%	99.1%	0.3%	99.1%	95.0%
PFD	0.8%	99.1%	0.1%	99.1%	95.0%
SKFR	2.5%	97.4%	0.0%	97.4%	95.0%
SKFR-Rocky_Point	0.0%	100.0%	0.0%	100.0%	95.0%

# ACCOUNTS PAYABLE

Kitsap 911

warrant #'s: 6422-6437

Time: 08:30:03 Date: 04/09/2024

As Of: 04/12/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7710	04/04/2024	04/12/2024	157	ADCOMM ENGINEERING LLC	9,975.00 FCC Licensing Conference Call reg P2 (March 2024)
7715	04/05/2024	04/12/2024	569	ASSET PANDA LLC	1,950.06 2024-0404A - 1700 Additional Asset licenses for the P25 project - 3 year subscription
7719	04/08/2024	04/12/2024	573	BAGWELL LAW PLLC	585.00 03.01.24-03.31.24
7711	04/08/2024	04/12/2024	322	CENTURYLINK, BUSINESS SERVICES	83.25 03.04.24-04.03.24
7704	04/04/2024	04/12/2024	483	CONNECTWISE	2,325.96 04/01/2024 - 04/30/2024
7705	04/02/2024	04/12/2024	564	DOORDASH INC	390.00 March 2024 Dash Pass Subscription
7722	04/08/2024	04/12/2024	599	FONEMED LLC	527.05 MARCH 2024
7706	04/03/2024	04/12/2024	570	HIS HANDS MAINTENANCE	1,067.69 April 2024
7712	04/08/2024	04/12/2024	561	LUMEN, LEVEL3 COMMUNICATIONS LLC	1,370.98 04.01.24-04.30.24
7716	04/04/2024	04/12/2024	519	NATIONAL TESTING NETWORK	46.00 March Voucher usage
7721	04/08/2024	04/12/2024	519	NATIONAL TESTING NETWORK	493.42 Finance Specialist Testing
7717	04/08/2024	04/12/2024	436	PRINTING SERVICES, INC	196.56 2024-0326B - Business cards
7707	04/02/2024	04/12/2024	462	RACOM CORPORATION	141,011.49 MICROWAVE EXPANSION - 20% Upon completion of the Equipment Design
7708	04/02/2024	04/12/2024	462	RACOM CORPORATION	58,981.10 TO #3 - 1B - LOGGING RECORDER - (20%)
7718	04/08/2024	04/12/2024	275	STATE OF WASHINGTON	39.59 Old Age and Survivors Insurances 2023 Tax Year
7720	04/08/2024	04/12/2024	360111	TETRICK , ANDREW E	324.49 Tetrick - Instructor Development 03.31.23-04.05.24
7713	04/05/2024	04/12/2024	268	ZETRON, INC.	111,168.59 SISS Project -Milestone #1 - Notice to Proceed 10% K911-073
7714	04/05/2024	04/12/2024	268	ZETRON, INC.	222,337.18 Milestone #2 - Design Sufficient for Equipment Order 20% K911- 073
7709	04/04/2024	04/12/2024	478	ZONES, LLC	3,163.90 2024-0328a - Password Manager Enterprise Bitwarden
				Report Total:	556,037.31

ACCOUNTS PAYABLE

Kitsap 911

Time: 08:30:03 Date: 04/09/2024

As Of: 04/12/2024


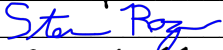

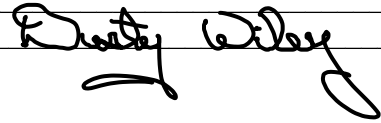
Page: 2

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

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

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

	04/11/2024
	04/11/2024
	04/09/2024
	4-17-2024



**ACCOUNTS PAYABLE**

Kitsap 911

warrant #'s: 6438-6449

Time: 14:46:58 Date: 04/16/2024

As Of: 04/19/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7733	04/10/2024	04/19/2024	154 ABM JANITORIAL SERVICES	426.72	MARCH EXTRA SERVICE DAYS
7734	04/09/2024	04/19/2024	167 CDW GOVERNMENT	1,205.31	2024-0328B MS EA additional licenses 04/01/24-04/26/25
7735	04/12/2024	04/19/2024	324 CINTAS FIRE 636525	1,117.97	2024-0312A - Annual Fire Alarm
7745	04/15/2024	04/19/2024	174 CITY OF BREMERTON UTILITY BILLING	664.15	03.04.24-04.01.24
7744	04/15/2024	04/19/2024	615 DRY BOX INC	207.50	2024-0402A - 04.26.24-05.25.24 2 storage box rentals
7736	04/09/2024	04/19/2024	586 FOUND THERAPY SERVICES, PLLC	1,100.00	Wellness Presentations at Training Days
7675	03/26/2024	04/19/2024	556 FRESHWORKS INC. SUBSIDIARIES	12,135.62	Annual Freshdesk Support renewal Apr 12, 2024 to Apr 12, 2025 2023-1206A
7737	04/10/2024	04/19/2024	613 GREAT FLOORS COMMERCIAL	77,187.74	2024-0117 Floor and Carpet replacement
7738	04/15/2024	04/19/2024	216 LANGUAGE LINE SERVICES, INC.	967.43	03.01.24-03.31.24
7739	04/09/2024	04/19/2024	608 PEOPLEREADY INC	248.70	04.01.24-04.07.24 - general help moving for projects
7740	04/15/2024	04/19/2024	241 PUGET SOUND ENERGY	226.38	03.07.24-04.08.24 - Mandus Olson
7741	04/15/2024	04/19/2024	273 TPSC	99,894.37	May TPSC Medical
Report Total:				195,381.89	

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

	04/18/2024
_____ <i>Stan Poy</i>	04/17/2024
	04.15.2024
_____ <i>Rachelle Tate</i>	4-19-2024



# Kitsap 911

## AFFIDAVIT FOR PAYROLL ISSUE

**Pay Date:** 04/12/2024  
**Pay Period:** 03/25/2024 to 04/07/2024

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 237,763.11
941 Tax (Withholding, Social Security & Medicare)	94,047.48
Unemployment	666.69
Labor & Industries	1,441.50
PFML Premiums	2,477.10
Long-Term Care Act Premiums	1,726.29
PERS 2 & PERS 3	55,200.06
Washington State Deferred Comp	2,119.42
Mission Square Deferred Comp and Roth IRA	4,430.16
AFLAC	578.61
Guild Dues	1,687.50
<b>Total Payroll</b>	<b>\$ 402,137.92</b>

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 1,906.38	\$ 45,142.01	\$ 47,048.39
Dental Insurance	166.44	3,703.76	3,870.20
Life Insurance	190.13	318.92	509.05
<b>Total Health Care &amp; Other Benefits/Deductions</b>			<b>\$ 51,427.64</b>

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

<b>Payroll Amount Approved:</b>	<u>\$ 453,565.56</u>
<b>Transferred to Payroll Account</b>	<u>\$ 402,137.92</u>

Stan Poz  
 Prepared By (Kitsap 911)

04/09/2024  
 DATE

[Signature]  
 Authorized Signature (Kitsap 911)

04/09/2024  
 DATE

[Signature]  
 Executive Committee Chair

4-17-2024  
 DATE



**KITSAP 911  
CONTRACT REVIEW SHEET**

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

<b>A. GENERAL INFORMATION</b>	
1. Contractor	<u>Legacy Telecommunications</u>
2. Purpose	<u>LEGACY shall furnish and install the replacement UPS. The scope of this Statement of Work ("SOW") includes the design review, procurement, installation and testing of the goods and services required to construct and operate the replacement UPS.</u>
3. Contract Amount	<u>\$241,737.00</u> Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	<u>April 18, 2024 to April 17, 2039</u>
5. Contract Administrator	<u>Scott Peabody</u> Phone <u>360-552-8402</u>
Approved:	<u><i>Executive Director</i></u> Date _____
<b>B. ACCOUNTING INFORMATION</b>	
1. Contract Control Number	<u>K911-076</u>
2. Fund Name	_____
3. Payment from-Revenue to CC/Account Nbr	_____
<b>C. RISK MANAGER REVIEW</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>Farah Derosier WCIA</u>	Date <u>03/18/2024</u>
2. Comments: <u>Revising language limiting contractor's liability; Remove waiver of jury trial</u>	
<b>D. ATTORNEY REVIEW</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>Ken Bagwell</u>	Date <u>04/08/2024</u>
2. Comments: <u>Re-work language about third-party vendor to ensure protections.</u>	
<b>H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.</b> (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)	

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

\_\_\_\_\_  
Date

## **CONTRACT FOR UPS REPLACEMENT EQUIPMENT AND SERVICES**

This Contract for a UPS Replacement Equipment and Services (the Contract) is entered into by and between Kitsap 911 (CENCOM) with its principal offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as "KITSAP" and Legacy Telecommunications, having its principal offices at 8102 Skansie Ave., Gig Harbor, WA 98332 hereafter referred to as "LEGACY".

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

The Contract will become effective on 04/18/24 and terminate on 04/17/39. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of KITSAP.

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 7. CONTRACT REPRESENTATIVES**

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

### KITSAP Contract Representative

Maria Jameson-Owens  
Acting Executive Director  
911 Carver St.  
Bremerton, WA 98312  
360-307-5800  
[mjameso@kitsap911.org](mailto:mjameso@kitsap911.org)

### LEGACY Contract Representative

Sam Bergstrom  
8102 Skansie Ave.  
Gig Harbor, WA 98332  
253-319-0943  
Sam.bergstrom@legacypower.com

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

- 8.1 A description of the compensation to be paid to LEGACY is set forth in the Task Order Statement of Work (SOW) Exhibit 3: Bill of Materials and Pricing Section, which is attached to the Task Order and incorporated by this reference.
- 8.2 The total amount payable under the Contract by KITSAP to LEGACY in no event will exceed \$241,737.00 not including taxes.
- 8.3 The project payment milestone schedule will be included as part of each Task Order SOW
- 8.4 For each Task Order being provided under this Agreement, there needs to be corresponding Exhibits 2, 3, 4, & 5 outlining the Equipment, Services and Pricing to be provided for that Task Order. The Total of the Task Orders cannot exceed the overall value of this Agreement. Each set of Exhibits for each Task Order will need to be agreed to by both parties in writing in Attachment A to this Agreement. Task Orders can be added at any time during the duration of the Agreement.
- 8.5 Unless otherwise provided in the Contract, LEGACY may submit an invoice to KITSAP for work completed to date per the payment schedule. Subject to the other provisions of the Contract, KITSAP will pay such an invoice within 30 days of receiving it.
- 8.6 LEGACY will be paid only for work expressly authorized in the Task Orders.
- 8.7 LEGACY will not be entitled to payment for any work performed prior to the effective date of the Contract or after its termination unless a provision of the Contract expressly provides otherwise.

DATED this 18th day of April, 2024.

**RYAN  
LUNDIN**

**LEGACY**

Digitally signed by RYAN  
LUNDIN  
Date: 2024.04.18 10:27:09  
-0700'

---

**Ryan Lundin**  
Division Manager

---

Federal Tax ID No: 91-2022389

DATED this 18th day of April, 2024.

**KITSAP**



---

**Maria Jameson-Owens**  
Acting Executive Director

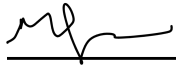
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**Attachment A**

**List of Agreed Task Orders for UPS Equipment and Services**

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

**Task Order #1 – UPS Equipment and Services (911 Carver) Exhibits 2, 3, 4, & 5**

 04/18/2024  
\_\_\_\_\_  
**Kitsap 911                      Date**

RYAN LUNDIN Digitally signed by RYAN LUNDIN  
Date: 2024.04.18 10:27:35 -0700  
\_\_\_\_\_  
**LEGACY                      Date**

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

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

\_\_\_\_\_  
**LEGACY                      Date**

**Summary of Total Contract Amount**

Equipment and Spares	\$112,285
Installation Services and Training	\$70,452
Annual Maintenance (15 years)	\$59,000
Freight (included)	-
Performance and Payment Bonds (included)	-
Taxes (not included)	-
<b>Grand Total Contract Amount</b>	<b>\$241,737</b>



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

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

### **1. DEFINITIONS**

#### **A. Consultant**

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

#### **B. Contract**

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

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

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

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

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

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

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

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

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

#### **G. Modification**

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

#### **H. Owner**

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

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

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

**J. Project Manager & Designated Representative**

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

**K. Subcontractor**

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

**L. Specifications**

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

**M. Task Order**

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

**N. Work**

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

**O. Written Notice or Order**

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

**2. TITLES**

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

**3. INSURANCE**

**A. Insurance Term**

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

**B. No Limitation**

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

### C. Minimum Scope of Insurance

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

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

### D. Minimum Amounts of Insurance

LEGACY shall maintain the following insurance limits:

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

### E. KITSAP Full Availability of LEGACY Limits

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

### F. Other Insurance Provision

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

#### G. Acceptability of Insurers

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

#### H. Verification of Coverage

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

#### I. Subcontractors' Insurance

LEGACY 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 LEGACY shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. LEGACY shall ensure that KITSAP is an additional insured party on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 26 for ongoing operations and CG 20 37 10 01 for completed operations.

#### J. Notice of Cancellation

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

#### K. Failure to Maintain Insurance

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

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

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

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

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

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

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

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

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

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

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

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

## **6. STANDARD OF PERFORMANCE**

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

## **7. FULLY QUALIFIED**

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

## **8. SCOPE OF SERVICES**

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

## **9. CHANGE OF SCOPE**

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

## **10. NON-DISCRIMINATION**

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

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

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

## **11. INDEPENDENT CONTRACTORS**

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

## **12. SUBCONTRACTORS**

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

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

### **B. Responsibility of LEGACY**

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

### **C. Contractual Relationships**

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

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

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

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

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

## **14. SEPARATE CONTRACTS**

### **A. Rights Reserved**

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

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

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

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

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

### **D. Workday**

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

## **15. Assignment**

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

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

### **A. Complementary Documents**

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

### **B. Descriptive Terms**

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



## **17. ERRORS OR OMISSIONS**

### **A. Discovery**

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

### **B. Priority of Instructions**

In case of discrepancy, specifications shall govern over diagrams.

### **C. Knowledge of Error or Omission**

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

### **D. Correction of Error or Omission**

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

## **18. AUTHORITY OF KITSAP**

### **A. Amend Work**

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

### **B. Suspend Work**

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

### **C. Other Authority**

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

## **19. DISPUTES**

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

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

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

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

### **A. Hold Harmless**

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

### **B. Fees**

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

### **C. Agreements**

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

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

### **A. KITSAP Furnished**

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

### **B. LEGACY Furnished**

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

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

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

## **24. SUPERINTENDENCY AND STAFFING**

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

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

### **B. Project Manager**

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

### **C. Services**

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

### **D. Job Foreman**

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

### **E. Adequate Staff**

LEGACY shall engage such persons as may be required to fulfill LEGACY's obligations herein. LEGACY hereby agrees that all individuals working under this Contract shall be properly trained, qualified, and competent to perform tasks assigned to them. LEGACY also

agrees to background checks of persons working on KITSAP equipment. Background checks will be performed at KITSAP's expense. LEGACY may replace any and all persons not specifically named above provided any such substitute person possesses the training and qualifications above specified. LEGACY shall replace with an expeditious and good faith effort, any and all of the persons performing services hereunder when requested by KITSAP whenever KITSAP deems the same to be in its best interest. Any such substitute person shall commence his/her responsibilities hereunder no later than fifteen days after receipt of KITSAP's replacement request. When requested by KITSAP, LEGACY shall forthwith furnish résumé, statement of qualifications, and other information to permit a proper review of qualifications of any substitute person.

## **25. INSPECTION OF WORK**

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

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

### **A. Safety**

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

### **B. Adequacy**

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

### **C. Emergencies**

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

## **27. MATERIALS AND WORKMANSHIP**

### **A. Quality**

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

## B. Assumed Standards

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

## C. Product Information

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

# 28. OR EQUAL CLAUSE, SPECIFIED EQUIPMENT

## A. Equality

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

## B. Proprietary Specifications

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

# 29. CHANGE ORDERS TO THE CONTRACT

## A. Changes

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

## B. Procedure

LEGACY will prepare all Change Orders for review by KITSAP. KITSAP will review and approve, return with requested changes, or disapprove a Change Order. No work involving the

change shall be done by LEGACY until a copy of the approved Change Order has been received by LEGACY. Verbal Change Orders may be authorized by KITSAP only where loss of life or property or interruption of service appear imminent. Such changes shall be reduced to writing by LEGACY within a reasonable length of time in accordance with procedures herein stated.

#### C. Basis for Change

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

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

#### D. Communication

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

#### E. Minor Changes

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

#### F. Price List

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

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

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

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

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

### **32. APPLICATION FOR PAYMENTS**

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

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

### **33. PAYMENTS TO LEGACY**

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

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

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

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

### **34. PAYMENTS BY LEGACY**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **A. Reports**

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



## **B. Coordination with Others**

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

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

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

## **39. TIME COMPUTATION**

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

## **40. DELAYS**

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

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

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

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

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

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

### **A. Access**

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

### **B. Notice**

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

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

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

### **D. Final Inspection**

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

### **E. Final Payment**

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

## **44. NON-COMPLIANCE**

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

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

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

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

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

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

### **C. LEGACY Default**

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

### **D. Contract Violations**

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

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

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

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

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

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

### **C. Exception**

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

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

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

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

### **A. Agreement**

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

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

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

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

## **49. EXAMINATION OF THE SITE**

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

## **50. LAYING OUT WORK**

### **A. Installation Details**

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

### **B. Extra Charges**

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

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

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

## **51. NEW MODELS**

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

## **52. STANDARDS**

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

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

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

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

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

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

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

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

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

### **55. SIGNS**

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

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

LEGACY shall cooperate with KITSAP to minimize interruptions to existing communications systems, technologies, circuits, or facilities. Where needed, temporary equipment or circuits shall be arranged by LEGACY, with cost of such to be paid by KITSAP, provided that these costs have been identified, in

writing and included in the Contract. LEGACY, at its sole cost and expense, shall maintain continuity of KITSAP's telephone and Internet service to facilitate set-up, testing, or other Contract activities. In no event shall communications be interrupted without prior coordination with and approval from KITSAP. LEGACY shall maintain a continuous voice link with KITSAP when any existing communication path is interrupted and be prepared to immediately return it to service if required by KITSAP.

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

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

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

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

## **59. GOVERNING LAW**

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

## **60. RESERVED**

## **61. NOTICES**

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

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

LEGACY  
Attention Sam Bergstrom  
8102 Skansie Ave  
Gig Harbor, WA 98332

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

- B. As soon as possible, and in any event within a reasonable period after the occurrence of any default, LEGACY shall notify KITSAP in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken with respect thereto.
- C. Promptly notify KITSAP of the commencement of any litigation or administrative proceedings that would cause any representation and warranty of LEGACY contained in this Agreement to be untrue.

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

## **62. SEVERABILITY**

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

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

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

## **64. NO WAIVER**

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

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

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

## **66. CONSTRUCTION**

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



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

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

## **68. CONFLICTS OF INTEREST**

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

## **69. ACCESS TO RECORDS**

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

## **70. PUBLIC RECORDS LAW**

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

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

## **71. FORCE MAJEURE**

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

## **72. GOOD STANDING**

LEGACY affirms that it is qualified, duly formed, validly existing and in good standing under the laws of the state of its incorporation and other jurisdictions in which it has foreign qualified, including the State of

Washington, and has the power, financial resources, and all necessary licenses, approvals, permits and franchises to own its assets and properties and to carry on its business.

### **73. AUTHORITY**

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

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

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

### **75. COUNTERPARTS**

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

### **76. SURVIVAL**

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

## **TASK ORDER #1 FOR KITSAP 911 UPS REPLACEMENT EQUIPMENT AND SERVICES**

This Task Order is issued as part of the Contract for UPS Replacement Equipment and Services and agreed to by and between Kitsap 911 (CENCOM) hereafter referred to as “KITSAP” and Legacy Communications, hereafter referred to as “LEGACY.”

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

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

# Exhibit 2

## Task Order 1 UPS Replacement Equipment Description Kitsap 911 UPS Replacement Equipment and Services

Version 1

## **1. SYSTEMS DESCRIPTION**

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

The existing UPS is located at 911 Carver St., Bremerton, WA 98312.

The UPS equipment and services are detailed in Exhibit 3 Statement of Work listing the manufacturer, part number, and description and pricing

# Exhibit 3

## Task Order 1 UPS Replacement Equipment Services Statement of Work

Kitsap 911  
UPS Replacement Equipment and Services

Version 1

## 1. SCOPE

LEGACY shall furnish and install the replacement UPS as specified in the Request For Proposal (RFP) and the LEGACY RFP Response and Clarifications Memo Response and any mutually agreed to changes identified during contract negotiations. The scope of this Statement of Work (“SOW”) includes the design review, procurement, installation and testing of the goods and services required to construct and operate the replacement UPS.

LEGACY must meet the following project objective:

- A. Completed replacement of existing UPS without power interruption providing critical power to Kitsap 911, the 911 dispatch and call taking center for Kitsap County Washington.

## 2. SYSTEM COMPONENTS

The system components include:

1. 80KW UPS
2. Two battery cabinets with Lithium Ion Batteries and Safety Disconnect Switches
3. AC and DC wiring including cables, connectors, conduit, fittings, and circuit breakers
4. Other equipment as needed by LEGACY to meet KITSAP requirements.

## 3. INSTALLATION AND CONSTRUCTION PRACTICES

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

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

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

**Coordination Continuity** - Existing systems except for the UPS shall remain in continuous operation without disruption by LEGACY.

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

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

**Labelling** - LEGACY shall propose cable labelling standards and practices for approval by KITSAP. If LEGACY does not propose a standard, the latest version of ANSI TIA 606 must be

followed. Every indoor cable shall be labeled with a machine-produced, permanent, non-fading flag within twelve inches of any connector or termination. Cable shall bear a unique identifying designation referenced in system documentation. Use of shrink tube labeling or other machine prepared identification with damage resistance is required.

**Conduit, raceways, and Cable Trays** - Cables and wires shall be properly supported with suitable cable racks, trays, hangers, loops, or cable management system as coordinated with KITSAP.

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

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

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

**Surge Protection** - Each signal circuit, whether owned or leased, extending beyond the building where the equipment is located shall be protected with an appropriate protection device. Controller and individual station equipment shall be properly bonded to KITSAP’s existing ground bus. Bonding and grounding practices shall be observed and conform to the National Electrical Code, R56, and manufacturer’s standards for installation. Details of surge protection and grounding will be coordinated between KITSAP and LEGACY.

## **4. PRICING FOR UPS, EQUIPMENT AND SERVICES**

The pricing for the UPS equipment and services, including removal, disposal, sureties, and freight is provided in the Statement of Work - Exhibit 3 Appendix A.

## **5. PROJECT ADMINISTRATION**

### **5.1 Project Management**

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

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



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

### 5.1.1 Project Communications Plan

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

### 5.1.2 Project Meetings

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

**Table 2: Project Meetings and Reviews**

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

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

Meeting/Review	Entry	Exit
Project Kick Off Meeting	Meeting Agenda Draft Project Management Plan and Project Schedule	Recorded Meeting Approved Project Management Plan and Project Schedule
Project Team and Status Meetings	Meeting Agenda	Recorded Meeting Email Meeting Summary and Follow up Items
Method of Procedure (MOP) Completion Review	MOP for Review	Approval for MOP
Installation Review Meeting	Installation Checklist for Review	Approval of the Checklist
Acceptance Approval	Acceptance Test Results	Acceptance Approved
Punch List Review Meetings	Current Punch List	Close of Punch List Items
Project Closeout Meeting	Provide any remaining documentation in electronic format Completion of Punch list Submit letter for final acceptance	KITSAP approval of all contract deliverables and issuance of Certificate of Project Close-Out.

## 5.2 Project Schedule

LEGACY shall develop a project schedule, approved by KITSAP, to meet project goals. Once the equipment has been received by LEGACY, LEGACY will schedule the work unless both parties agree to a different schedule. An Acceptance Test Plan will be used to document and verify the operation of the UPS. The overall functional operation of the system will be tested and verified as part of the Acceptance Test.

## 5.3 Project Milestones

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

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

## 5.4 Project Travel

LEGACY shall travel to onsite meetings and reviews, as determined, and agreed with KITSAP, to meet the project schedule. Normal meetings will be conducted via video conference calls. All travel costs for meetings and staging will be the responsibility of the traveling party. At a minimum the following tasks will require onsite representation from LEGACY: Kick Off Meeting, Site Survey, Equipment Installation, System Acceptance Testing, and in-person Training.

## 5.5 Deliverables

This section summarizes the project deliverables.

### 5.5.1 Documentation

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

**Table 5 Required Documents List**

Document
Project Management Plan
Recorded Meeting and Email Summary with Follow up Items
UPS Power Systems Documentation Plan
Installation MOP
Completed Installation Checklist including Commissioning Test Results
System Acceptance Test Procedure
System Acceptance Test Report
Detailed List of Equipment Installed
Total Cost of Equipment, Materials, and Services
System Close Out Dossier

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

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

### 5.5.2 RESERVED

### 5.5.3 Quality Management

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

### 5.5.4 MOP – Method of Procedure

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

LEGACY is responsible for creating a Method of Procedure (MOP). The MOP will identify technical and operational limitations, as well as expected and potential impacts to the system and its users during the transition period. LEGACY will provide the installation MOP with sufficient time for KITSAP review and LEGACY modifications prior to each installation.

Sample MOP:

1. Review Job Hazard Analysis Form, Electrical Permit, MOP, Installation Checklist, and System Acceptance Procedures, Acceptance Test Reports, and other relevant information with KITSAP prior to scheduling the UPS installation.
2. Schedule the removal of the existing UPS and all 16VDC batteries with cabinets.
3. Coordinate the start of the KITSAP standby generator prior to placing the existing Liebert UPS in bypass mode with the existing Maintenance Bypass Switch (MBS).
4. Place the existing Liebert 100KVA UPS system in bypass with existing MBS.
5. Isolate battery cabinets via exterior disconnects.
6. Remove all associated wiring and terminations for existing UPS and battery cabinets. Leave existing MBS in place to terminate to new UPS. Existing MBS to be reused.
7. Remove the existing UPS, all 16VDC batteries, and battery cabinets.
8. Install new UPS, battery cabinets, and new batteries.
9. Install input and output connections for newly installed UPS cabinet.
10. Install new wiring or re-use existing wire to the contacts in MBS.
11. Install Ethernet cable and alarm cable.
12. Complete installation checklist and review with KITSAP.
13. Confirm the Kitsap 911 Executive Committee has approved the disposal of the UPS and batteries. Transport and dispose of batteries, UPS, and all unused material. Provide disposal report to KITSAP.
14. Coordinate a Certified Schneider Electric field service engineer to energize, check functionality, perform acceptance tests of the UPS system.
15. Coordinate the shutdown of the KITSAP standby generator.
16. Provide complete acceptance test report to KITSAP.

#### 5.5.5 Installation Checklist

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

### 5.5.6 System Acceptance

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

### 5.5.7 Detailed List of Equipment

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

### 5.5.8 Total Cost of Equipment, Materials, and Services

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

### 5.5.9 System Close Out Dossier

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

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

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

The copies of the close out documentation must include:

- (1) At least one (1) printed copy of a comprehensive "System Manual" shall be furnished documenting all equipment, operating and software parameters and connections (including nominal performance values or table settings). The system manual must be provided without copy protection and delivered to the Kitsap 911 on pages 11 inches high. Pages wider than 8-1/2 inches must be folded to 8-1/2 inches.

- (2) LEGACY must provide two (2) electronic (soft) copies of the “System Manual” on USB thumb drive without copy protection organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

#### 5.5.10 Procurement and Manufacturing

Upon receipt of the Notice to Proceed and KITSAP approval of the final Bill of Materials equipment outlined in Appendix A, LEGACY will order the equipment for delivery to the LEGACY facility in Gig Harbor, WA. LEGACY will provide the manufacturer delivery dates to KITSAP. The shipments will be delivered to LEGACY’s facility in Gig Harbor, WA from the suppliers. LEGACY assumes responsibility for delivery and shipping costs.

#### 5.5.11 Storage

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

## 6. System Deployment Deliverables

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

### 6.1 Systems Planning and Design

Project Tasks	LEGACY	KITSAP
<b>System Planning and Design</b>		
Site Survey to Confirm Equipment and Materials Orders and Scope of Work	X	
Review Bill of Materials -Sufficient for Ordering		X
Approve Detailed System Design		X
Obtain Electrical Permit	X	
Deliver Installation MOPs, Installation Checklists, System Acceptance Documents	X	
Approve Installation MOPs, Installation Checklists, System Acceptance Documents		X

### 6.2 Equipment Hardware

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

### 6.3 Installation

Project Tasks	LEGACY	KITSAP
<b>Site Preparation, Equipment Installation and Site Commissioning</b>		
Complete Site Preparations		X
<b>Preparation for Installation</b>		
Provide access for LEGACY		X
Provide escorts as needed per project schedule		X
<b>Permits</b>		
Obtain permits from AHJ as needed	X	
Be on site for AHJ inspections	X	
Obtain closure on permits	X	
<b>Site Infrastructure Deployment</b>		
<b>Site Work</b> Described in MOP, Installation checklist, and Acceptance Plan	X	
Approve Installation Checklist		X

All replacement UPS Equipment and relevant existing DC and AC conductors not re-used by the UPS replacement project to be removed and decommissioned will be identified and removed under this scope of work. Disposal of the old UPS equipment including batteries must be approved by the Kitsap 911 Executive Committee before the disposal. KITSAP may elect to retain any removed equipment so LEGACY must verify the disposal of equipment with KITSAP prior to disposal.

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

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

### 6.4 Migration/Cutover Plan

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

LEGACY is responsible for creating a Method of Procedure (MOP) identifying the steps and procedures required to transition equipment from the existing UPS to the new UPS. The MOP will identify technical and operational limitations, as well as expected and potential impacts to the system and its users during the transition period. The cutover plan will address: Operational vs.



technical constraints, Timeline to perform site and system level tests, relative timelines for equipment and personnel requirements, outage notifications, and fallback plans.

## 6.5 Technicians and Support Personnel Training

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

LEGACY will provide training to KITSAP technicians and support personnel.

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

# 7. System Acceptance and Project Close Out

System acceptance starts with the installation inspection using an approved installation checklist. After signoff, the 30 day fault-free operational period begins. Assuming fault-free operations, a system acceptance form must be completed.

## 7.1. Installation Inspections

Project Tasks	LEGACY	KITSAP
<b>Installation Inspection</b>		
Develop Installation Checklists Forms	X	
Approve Installation Checklist Forms		X
Complete Inspection	X	
Sign off on Inspection		X

## 7.2. 30 Day Fault-Free Operational Period

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

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

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

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

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

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

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

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

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

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

LEGACY must close all permits obtained by LEGACY for the installation of the UPS.

### 7.4. Transfer to Operations

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

### 7.5. Project Close-out Documentation

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

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

### 7.6. Final Acceptance

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

#### 7.6.1 Objectives Met

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

## 8. Payment Milestones

The project payment milestone schedule such as the following:

For the UPS replacement equipment and Services, the following milestones will be used:

- 10% payment upon written Notice to Proceed from KITSAP
- 20% payment upon receipt of order confirmations for all equipment showing promised delivery dates
- 40% payment on the delivery and completed installation (based on completed and reviewed installation checklist)
- 10% upon completion of System Acceptance Testing
- 10% upon completion of 30-Day Operational Period
- 10% Final Acceptance.

# Appendix A Pricing for Equipment and Services

Pricing Table No. 1 from the KITSAP Request for Proposal details the pricing of the UPS equipment and services. The equipment list, also called the Bill of Materials, with Pricing is provided in the form of a quote to LEGACY from the electrical distributor followed by the spares parts list.

**Pricing Table No. 1**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
1	UPS Equipment and Materials (provide details as requested below)	\$98,830.00
2	UPS Procurement and Installation Services (provide details as requested below)	\$64,362.00
5	Spare Equipment (if applicable)	\$13,455.00
6	Manufacturer Turn Up, Test, and Training	\$6,090.00
7	Year 1 UPS support costs (hardware, software, replacement, technical support, etc.)	\$3,175.00
8	Year 2 UPS support costs	\$3,175.00
9	Year 3 UPS support costs	\$3,175.00
10	Year 4 UPS support costs	\$3,175.00
11	Year 5 UPS support costs	\$3,175.00
12	Year 6 UPS support costs	\$3,750.00
13	Year 7 UPS support costs	\$3,750.00
14	Year 8 UPS support costs	\$3,750.00
15	Year 9 UPS support costs	\$3,750.00
16	Year 10 UPS support costs	\$3,750.00
17	Year 11 UPS support costs	\$4,875.00
18	Year 12 UPS support costs	\$4,875.00
19	Year 13 UPS support costs	\$4,875.00
20	Year 14 UPS support costs	\$4,875.00
21	Year 15 UPS support costs	\$4,875.00
22	<b>Total – Price Table No. 1</b>	<b>\$241,737.00</b>

**Equipment List**

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CED

Quote: Q50026S4 Revision #: 005



901 CENTER ST.  
TACOMA WA 98409

Tel: (253)383-5961 Fax: (253)383-0759

Contact Name: JEFFJORDEN  
Email: jjorden@ced-tacoma.com  
Quote Date: 10/23/23

Job Name:

Updated On: 10/23/23  
Expires On: 10/24/23

Attn:

Customer PO #: KITSAP 911

Ship To: LEGACY TELECOMMUNICATIO S  
901 CENTER STREET  
TACOMA, WA 98409-0000

Customer PO Date:  
FOB: SHIPPINGPOINT  
Freight: PREPAID

LN	Product	Qty	Price	Per*	Ext Price
01	ROO I COMPO EIIITS + EQUIPMEN"				
02	MISC GVSUTSIOICGS GAUXY VS SSOICYI <SOVFOU:XTIR		\$27,527.00		\$17,127.00
03	MISC GVSOPTOOI G.A.LAXYVIR FILTER KIT F.O.zu.1		\$11,179.99		\$19,739
04	MISC GVSOPTOOZ G.A.LAXY VSSOSMIC KIT FOR MODULA		\$U4 .3!		\$224..31
05	MISC UBSESMGI'UI G.LLAXY U.TTERYCAJIIIIETUI		\$39,698.13		
06	ROO I COMPO UIITS + SERVKE5				
07	MISC WSTIITU [1] STAITUPSERVICEF-OR [0]UBI		\$1,161.S!		\$1,161.S!
08	MISCWAOT+VSI ADVANCED OPEAA OR IIGF-ORGA		SA,m.os		
09	MISC WASSEMOCBAT-U-01 [1] ASSV.lo.YSL VICE FOR[1]CAJII		SZ,B<.14		
10	MISC WPMV-VS2-A100 [1] ADDITIONAL CONTRACT PM VISIT		\$1,1JS.12		\$),690.60
11	Misc WUPG.STITUP7-UG-OZ SOIE UHG PGRAOE TO 7X24 FOit EX		\$1.00U4		\$1,00S.&<
12	Misc WUPG.ASSEM7-LB-00 SOIE IIG PGRADE 7XZ.: FOR EIIIST		\$612 U		
13	MISCWUPGSTIITVP7- SO-E IIG PGRADE.7XZ.: FOR EIIIST		1.8&		
14	ROO I COMPO UIITS + SERVKE5				
15	MISC WRJU.DAYSTB'D8YON8H FU 0AYSEIMCESTA.1108Y BO! Of		SA,S9).00		S.C,as).00
16	MISCWOUYR-VS2-A100 1 YEAR ON-SITE WARRANTY EXT FOR (		SZ.,n.00		SZ.,7'00
17	CUSTOM PARTS - EQUIPMENT				
18	MISC QWPRJ-QBED86308-00 PRODUCT PROFESSIONAL SERVICES OTH	1	\$3,34.00		
19	FREIGHT ESTIMATE				
ZO	FKTESTIMAT		SZ,000.00		\$2,000-00

Mama d.C.C: \$7,555.00  
T \$7,555.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

\* P= E=ch, C= Hund =Tho, d

[Term and Cond...](#)

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The detailed list of spares includes:

0J-0N-10810	1	ASSY FAN BOX AGILIS PM
0J-0N-10822	1	FAN ASSY SBS150KVA AGILIS
0J-0N-3367	1	ASSY CABLE HOLDER RIGHT 50KW
0J-0N-3368	1	ASSY CABLE HOLDER LEFT 50KW
0J-0N-87703	1	ASSY DISPLAY FOR GVS 100
0J-0N-96783	1	ASSY UC-SLC BOX
0J-0P4841AL	1	PCB ASSY SYS PSU AGILIS
0J-0P4842AD	1	PCB ASSY SYSTEM CONNECTION BOARD ALPHA
0J-0P4843AB	1	PCB ASSY AGILIS I/O INTERFACE 1,I0B1
0J-0P4846AA	1	PCB ASSY OUTPUT CURR XFMR 3 PHASE ALPHA
0J-0P4847AE	1	PCB ASSY RFI IN ALPHA
0J-0P4848AE	1	PCB ASSY RFI OUT ALPHA
0J-0P4864AD	1	PCB ASSY AGILIS I/O INTERFACE 2,I0B2
0J-0P4868AB	6	PCB ASSY AGILIS UNIVERSAL EMI BOARD
0J-370-0191A	1	LED 24V GRN 16MM PANEL TAB 2.8 ROHS
0J-HUA45418	1	FUS 315A AR SCW DIN80,000
0J-TME00338	1	FUS 400A AR SCW DIN80,000
0J-TME00373	1	FUS 315A AR BLT MOUNTED SZ 000 DIN 80
GVSOPT001	2	Galaxy VS Air Filter Kit for 521mm wide UPS

# Exhibit 4

## Responsibility Matrix Kitsap 911 UPS Replacement Equipment and Services

V1



## Exhibit 4 - RESPONSIBILITY MATRIX

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

<b>Contract Number</b>	<b>K911-076</b>	<b>VERSION / DATE</b>	V1 – 2/14/2024
<b>Contract Name</b>	<b>Kitsap 911 UPS Replacement Equipment and Services</b>		

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

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

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

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

# Exhibit 5

## Warranty and Annual Maintenance Kitsap 911 UPS Replacement Equipment and Services

V1

# 1. Warranty and Annual Maintenance

This Exhibit 5 of the LEGACY UPS Replacement Equipment and Services contract describes the warranty and annual maintenance provided by LEGACY for the KITSAP system. KITSAP self-maintains many of its technical systems; however, the UPS will be serviced by LEGACY during and after the warranty period.

In addition to the warranty descriptions, Exhibit 5 also describes the contract annual maintenance of the UPS and the batteries by LEGACY for a period of fifteen (15) years.

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

If KITSAP requires additional support to augment the routine normal Level 1 servicing of the UPS, KITSAP agrees to work with LEGACY in scheduling these resources and the cost of such support will be outside of the support agreement per the rates submitted in the RFP response.

## 1.1. LEGACY Warranty

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

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

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

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

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

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

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

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

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

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

### 1.2. Schneider Electric Warranty

Schneider Electric provides a twelve (12) month warranty as described in the Schneider Electric Limited Factory included in Appendix 5A. The warranty is extended for an additional year with the purchase of a 1 Year On Site Warranty Extension as shown in line item 16 of the CED quote (See Equipment List in Appendix A of Exhibit 3 Statement of Work.

## 2. Annual Preventive Maintenance

Legacy will hire Schneider Electric to provide annual preventive maintenance on the UPS and batteries. Schneider Electric will provide a sample annual maintenance report for review and approval by Kitsap prior to the first maintenance visit. Table 1 provides the minimum service deliverables for the annual preventive maintenance checks.

**Table 1: Minimum Annual Preventive Maintenance Deliverables**

Service Deliverables	
Activities	Service Descriptions
Perform Visual Inspection	Inspect the UPS and/or PDUs solution to verify that all system components are clean and functioning with designed specifications.
Perform Environmental Inspection	Verify and document that the system’s environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc.
Perform Mechanical/Electrical Inspection	Inspect all power and control wire termination points as well as all UPS and/or PDUs system components.
Perform Functional Verification	Check UPS and/or PDUs event and alarm logs.
	Verify that input, output, and bypass voltage and current

	values are within designed specifications. <sup>(3)</sup>
	Verify transfer to battery operation and transfer to and from static bypass. <sup>(3)</sup>
	Check parallel operation performance. <sup>(3)</sup>
Implement Updates	Verify and implement all required Field Advisories and Field Modifications.
	Check all circuit board revisions and update as required.
Deliver Documentation	Deliver a graphical site report documenting UPS status and on-site activities.
	Recommend any additional service activities as required resulting from the preventive maintenance activities listed above.

<sup>(3)</sup> When applicable for the system description.

## 2.1 Annual Maintenance Pricing

The pricing for the annual maintenance services listed in Table 1 is provided by site in Pricing Table No. 1 in Exhibit 3. LEGACY will invoice for the annual maintenance services after the services are provided.

**Appendix 5A**  
**Schneider Electric Limited Factory Warranty**



# Schneider Electric

## SCHNEIDER ELECTRIC LIMITED FACTORY WARRANTY STATEMENT

### Three Phase Power Products or Cooling Solutions One-Year Factory Warranty<sup>1</sup>

The limited warranty provided by Schneider Electric IT Corporation (SE IT) in this Statement of Limited Factory Warranty applies only to products you purchase for your commercial or industrial use in the ordinary course of your business.

#### Terms of Warranty

SE IT warrants that the product shall be free from defect in materials and workmanship for a period of one year from the date of product start-up when start-up is performed by SE IT authorized service personnel and occurs within six months of the SE IT shipment date. This warranty covers repairing or replacing any defective parts including on-site labor and travel. In the event that the product fails to meet the foregoing warranty criteria, the warranty covers repairing or replacing defective parts at the sole discretion of SE IT for a period of one year from the shipment date. For SE IT cooling solutions this warranty does not cover circuit breaker resetting, loss of refrigerant, consumables or preventive maintenance items. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory-remanufactured.

#### Non-transferable Warranty

This warranty is extended to the first person, firm, association or corporation (herein referred to as You or Your) for whom the SE IT product specified herein has been purchased. This warranty is not transferable or assignable without the prior written permission of SE IT.

#### Assignment of Warranties

SE IT will assign you any warranties which are made by manufacturer and suppliers of component of the SE IT product and which are assignable. All such warranties are assigned AS IS and SE IT makes no representation as to the effectiveness or extent of such warranties and assume no responsibility for any matters which may be warranted by

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<sup>1</sup> To determine which factory warranty applies to the SE IT product you purchased, please consult the factory warranties located on the SE IT web site: [www.apc.com/products](http://www.apc.com/products)

such manufacturers or suppliers and extends no coverage under this Warranty to such components.

### **Drawings, descriptions**

SE IT warrants for the warranty period and on the terms of the warranty set forth herein that the SE IT product will substantially conform to the descriptions contained in the SE IT Official Published Specifications or any of the drawings certified and agreed to by contract with SE IT if applicable thereto ("Specifications"). It is understood that the Specifications are not warranties of performance and not warranties of fitness for a particular purpose.

### **Exclusions**

SE IT shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further SE IT shall not be liable under the warranty for unauthorized attempts to repair or modify wrong or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, repair, installation, start-up by non-SE IT designated personnel, a change in location or operating use, exposure to the elements, Acts of God, fire, theft, or installation contrary to SE IT recommendations or specifications or in any event if the SE IT serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS SOLD, SERVICED OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HEREWITH. SE IT DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE. SE IT EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, SE IT RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. THE WARRANTIES SET FORTH ABOVE CONSTITUTE SE IT SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH OF SUCH WARRANTIES. SE IT WARRANTIES RUN ONLY TO PURCHASER AND ARE NOT EXTENDED TO ANY THIRD PARTIES.**

**IN NO EVENT SHALL SE IT, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT,**

NEGLIGENCE OR STRICT LIABILITY OR WHETHER SE IT HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SPECIFICALLY, SE IT IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUANTS, CLAIMS BY THIRD PARTIES, OR OTHERWISE.

NO SALESMAN, EMPLOYEE OR AGENT OF SE IT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY AN SE IT OFFICER AND LEGAL DEPARTMENT.

### Warranty Claims

Customers with warranty claims issues may access the SE IT worldwide customer support network through the SE IT web site: [support.apc.com](http://support.apc.com). Select your country from the country selection pull-down menu. Open the Support tab at the top of the web page to obtain contact information for customer support in your region.

# 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	Complete microwave design (sufficient to order) and order	2	Q1 2024	1/31/2024	Complete
MVE	2	Complete Factory Acceptance Testing	2	Q1 2024	3/31/2024	Complete
MVE	3	Receive microwave equipment	2	Q2 2024	4/1/2024	Complete
MVE	4	Install and Commission microwave equipment	2	Q2 2024	Q4 2024	In Progress

LMR Replacement Project (Multi-Year)			Estimated			
Task#	Milestone		Priority	Start	Completion	Status
LMR	1	Order Early Deployment Mobile Radios and Begin Vehicle Installations	1	Q1 2024	Q2 2024	In Progress
LMR	2	Obtain Radio Licenses	1	Q1 2024	Q3 2024	In Progress
LMR	3	Integration Testing of Radio System, Console system, CAD, etc.	1	Q2 2024	Q4 2024	In Progress
LMR	4	Move Radio Equipment to Tower Sites	1	Q3 2024	Q1 2025	Not Started
LMR	5	System Testing and Acceptance of Phase 1 Sites	1	Q1 2025	Q2 2025	Not Started
LMR	6	DC Power Systems Replacement	2	Q4 2023	Q2 2025	In Progress