

Kitsap 911 Executive Committee Meeting

May 22, 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 \(04-24-2024\)](#) (Chair)
5. Approval of Payment of Claims- Fund 89822 (Operating Fund) (Chair)
 - a. [A/P Warrant Numbers 6450 through 6518](#)
Total \$ 1,245,308.54
 - b. [Payroll Dated: 04/26/2024 and 05/10/2024](#)
 - c. Total: \$ 774,261.33
 - d. Use Tax Dated: None
Total Increase: \$
6. Ratification of Executed Contracts (Jameson)
 - a. [KC-166-24](#) – Radio Communications Facility Lease Agreement on Hansville Road
 - b. [KC-174-24](#) – Radio Communications Facility Lease Agreement on View Park Road
 - c. [KC-175-24](#) – Radio Communications Facility Lease Agreement on Minard Road
 - d. [KC-176-24](#) – Kitsap 911 Operations & Maintenance Agreement
7. Action Items
 - a. None
8. Resolutions
 - a. [Resolution 2024-005](#) Amending the 2024 Service Fees (Rogers)
 - b. [Resolution 2024-006](#) Amending the Authorized Use of Purchase Cards (Rogers)
9. Discussion Items
 - a. 2025 Draft Budget (Rogers & Jameson)
10. Staff Reports (time-permitting)
 - a. [March Finance Report](#) (Rogers)
 - b. Continuous Improvement Reports
 - i. Training (Law)
 - ii. Operations (Donley)
 - c. Staffing Report (Taylor)
 - d. [Goals and Tech Projects Update](#) (Wecker)
11. Good of the Order
12. Adjourn

Topic: Kitsap 911 Executive Committee

Time: This is a recurring meeting

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Kitsap 911 Executive Committee Meeting Minutes
04/24/2024
Via Zoom or In-Person at Kitsap 911

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

Call to Order. Chair Dusty Wiley, called the meeting to order at 1302.

Public Comment: None

Additions:

Acting Executive Director, Maria Jameson added:

10(B) Executive Meeting on May 8th

10(c) Strategic Positioning

Approval of Minutes from April 10, 2024

Director Ellingson made a motion to approve the minutes from April 10, 2024. Motion was seconded by Director Wheeler. Motion passed.

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

Director Ellingson moved approval of A/P 6422 through 6449. Total \$ 751,419.20
Payroll dated 04-12-2024, Total: \$ 402,137.92
Motion was seconded by Director Wiley. Motion passed.

Ratification of Executed Contract:

K911-076 Legacy UPS Power

Director Ellingson made a motion to ratify the K911-076 Legacy UPS Power contract. Motion was seconded by Director Wiley. Motion passed.

Discussion - Acting Executive Director, Maria Jameson-Owens, explained that is the contract for the replacement of the UPS at our building. This has been a budgeted item for \$300,000 and the contract came in at \$241,737. Director Ellingson confirmed that we were very satisfied with the response to the proposal. Mr. Wecker confirmed that we thoroughly vetted the vendor and Radio Program Manager, Scott Peabody, is confident this is the right vendor to make the replacement.

Action Items:

None

Ratification of Resolutions

None

Discussion Items

2025 Draft Budget

Ms. Jameson-Owens introduced the 2025 Budget by reviewing the work up to this point to create the budget and to review the budget process used in the past. Ms. Jameson-Owens indicated that the process that Finance Manager, Steve Rogers, and she are using differs from the prior Executive Director's process. They have determined that the best approach going forward is to develop a balanced budget and to anticipate shortfalls more proactively rather than pushing things down the road. She indicated that Mr. Rogers will be giving a very detailed view of the budget in this meeting along with some scenarios to consider for balancing the budget, fulfilling the promise made to the people with Proposition 2 funds, and setting up Kitsap 911 for a sustainable future. The Board of Directors will need to make some decisions on how we move forward using current revenue streams and determine what Kitsap 911 is responsible for paying and what we are not. This is our first review, and we welcome all comments, concerns, and questions.

Director Ellingson confirmed with Ms. Jameson-Owens that the budget will be presented in June for preliminary approval, but final approval will be in September.

Mr. Rogers explained his role in the budget workshops. His role is to ensure we are on a good financial footing today and in the future by providing accurate and comprehensive information. Ms. Jameson-Owens and he believe that open and transparent information is critical. He shared the [slide deck](#) attached below so that viewers can compare the 2024 and 2025 budgets as if they were developed the same way and so that he can more easily explain fluctuations.

The major 2025 Budget topics to be covered are:

- The 2025 budget
- User Fees
- Proposition 2
- Debt Issuance
- Passthrough Technology Expenses

2025 Budget Account Fluctuations

Revenue

- Line 10 (Sales and Excise Tax) - There are some signs that sales tax is softening, so we are keeping line 4 (Emergency Communications Sales Tax) the same as it was in 2024. Other than wireless, our telephone excise taxes all show declining 3-year trends. For that reason, line 10) is roughly flat with 2024.
- Line 15 (Service Fees and Surcharges) – we have kept user fees at the same level, so the main driver here is the I-leads contract, which ended in 2023 after our 2024 budget was passed. The remainder is the passthrough amount for a surcharge we pay on behalf of the fire agencies.
- Line 22 (Other Regular Revenues) – overall this is flat with 2024. Our lease contract revenues on line 17 (Tower Leases) are increasing in line with their agreement terms, and our investment interest on line 20 is higher because we didn't spend as much on the radio project in 2023 as we thought we would, so our invested balance skewed our 3-year average a bit higher. Those increases were offset by the fact that we are not applying for a cybersecurity project grant like we have in 2024.
- Line 26 (Grants and Other Revenues) is the offsetting revenue account for the expenses we incur for non-primary response vehicles so there isn't a budget impact from this.
- Line 27 (Total Operating Revenues) - overall, on line 27, we are projecting our revenues to be roughly flat with 2024.

Operating Expenditures

Labor and Personnel

- Line 53 (Total Operating Wages, Salaries and Benefits) – there is an overall increase of about 5%. Most of that is because we expected to end 2023 with more Ops positions productively filled than we ended up with, which is why there is such a large upswing on line 32 in overtime (OT) pay. Our OT has been trending down consistently over the past year though, so we tried up our expectations based on where we ended up in 2023, dropped it a little based on that trend, adjusted that for estimated pay increases, and included the 2 new ops positions and 1 TSG position that were identified during the 2023 staffing study as a need, primarily to address overtime.
- Line 37 (Extra Help) - this is up from 2024's estimate, but down from our 2023 actuals because we are expecting fewer of our Operations shifts needing to be filled by extra help employees.
- Line 39 (Miscellaneous Pay) is up, primarily because of a needed certification for one of our technical staff. That and because we are expecting training costs to be more on par with 2023.
- Lines 44 and 45 (Medical and Dental Insurance) - many of these other lines with larger fluctuations are based on gross pay, so they have the same explanation of more filled positions, step increases, etc., but that doesn't apply to lines 44 and 45. Instead, both of those lines reflect the 6% rate increase in 2024, as well as updated demographic data for our employees and a higher percentage of the premiums paid by Kitsap 911, which was agreed upon as part of the Collective Bargaining Agreement (CBA) negotiations. At the start of 2024, we had one employee that was still grandfathered in on the Kaiser plan, however that employee recently resigned. Today, 100% of our employees are covered under one of our PPO plans.

Director Ellingson indicated that at the Washington Cities Insurance Authority (WCIA) meeting, WCIA shared that claims for the 1st two months of 2024 are running at 108%. Some of that are rollover claims from 2023 to a certain degree. WCIA will set the 2025 health insurance premium rate at their July meeting. Dental probably won't change at all.

Supplies and Services

- Lines 56-65 (Supplies and Fuel) - none of the supplies and fuel fluctuations on lines 56-65 are significant.
- Lines 67-70 (Computer Equipment and Software) - Lines 67 (Small Tools and Equipment) and 70 (Small Computer Equipment) are flat with 2023, other than a couple of small expense reclassifications, but the biggest driver behind that \$113,000 increase in the subtotal is from line 68 (Computer Software), and most of that is due to a new quality assurance software that the Operations floor supervisors will be using.
- Lines 72-81 (Professional Services) - the largest offsetting swings were on line 74 (Applicant Testing and Screening), which is larger now due to a change in how we record our hiring expenses, line 75 (Management Consulting) due to fewer training and counseling services

expected from Dr. De Hicks, and on line 77 (Other Professional Service) which was due to expected contract increases, most of which was from our GIS services provider.

- Line 83 (Telephone) - these expenses are lower based on updated utilization numbers. It's a slight increase over 2023, but a drop from our 2024 assumptions.
- Line 87 (Travel) - these expenses are lower mainly because we cut back on a few training courses than we had included in 2024. We do expect more travel in 2025 compared to 2023, but less than 2024.
- Line 94 (Lease Expense) and Line 95 (SBITA Expense) - the increase on line 94 is due to expected contract increases. That's true for line 95 as well, but most of that change is due to the implementation of some accounting guidance.
- Line 98 (Insurance) – this is for our building, equipment, vehicle, and broiler insurance, and that large increase is industry-wide for Washington Cities Insurance Authority (WCIA). We didn't file any claims, but in 2024, we saw a 27% increase over 2023, so we are budgeting for a large increase again.
- The rest of the fluctuations in lines 99-105 are relatively minor except for 101 (Electricity CENCOM), but all of them have the same explanation: we expect utility costs to rise.
- Line 111 (Repairs and Maintenance) – The main driver here is that the Department of Emergency Management (DEM) moved out in 2023. The furniture on their side of the building and went with them, so we had to replace it.
- Line 116 (KCIS Network and Information Technology) – this is primarily related to the I-leads contract ending, which was not included in the 2024 budget that was passed. Even though we have our own person doing our GIS work, we still must pay the usage fee to access their database, which is why you see an amount for that back in the 2025 budget.
- Lines 118-125 (Mobile Computer Terminal [MCT] Hardware and Software) – these are our costs for MCTs. We expect our hardware and equipment costs to be lower due to the new MCTs, but our software and cellular cost expectations were updated based on 2023 actuals.
- Line 134 (Other Expenditures) - these are flat with 2024 and overall, our operating budget is expected to rise by about 4%, as seen on line 136.

Non-Operating Expenditures

Supplies and Services

- Line 141 (Non-Op Computer Software) and Line 144 (Non-Op Engineering and Architectural) The former increase is because we are looking to either upgrade or replace our accounting software, and the latter increase is because we are expecting to spend about the same amount for FCC licensing that we did in 2023.

Capital Projects

- Lines 164 (MCT NPRVs) and 165 (First Due Annual Maintenance) are the other side of the passthrough revenue amounts mentioned earlier.
- Line 166 (CAD Upgrade) – the \$750,000 on this line is half of the \$1.5 million total cost to upgrade our current CAD software. If we replaced it, that number would be about \$4 million. As it stands right now, we are expecting to spend about \$1.3 million on capital projects in 2025.

Mr. Rogers asked if there were any questions.

Director Ellingson shared that there was a ransomware attack on United Healthcare and they paid \$28 million to get out of that but it didn't affect any of our programs.

Budget Surplus/Deficit Analysis 2017-2024

The presentation was prepared so 2025 was as comparable as possible to 2024 and 2023 but that results in an operating deficit of \$3.1 million and an overall deficit of \$4.4 million. He shared the Operating Cash Position Budgeted v. Actual graph which highlights the erosion of the Ops Surplus amounts in the last three years.

This graph shows our operating surpluses and deficits by year – blue shows what was budgeted and turquoise shows what actually happened. Since 2017, we've passed a budget with an operating deficit nearly every year; budgeting is not an exact science though. so that's not necessarily a bad approach. However, there is a trend: our operating surplus has declined for four straight years, and without the Covid stimulus money our county enjoyed, we would have seen that decline start in 2018.

No matter what position we are in, open communication is key. Mr. Rogers shared a similar chart that included our big capital projects. When you include those in the calculation, that margin is much narrower. In 2019, we had to pull a bit from the prior year's surplus revenues, but 2023 was a different story altogether. This was when we started budgeting for the radio project, which is why the budgeted deficits are so large. Costs are rising due to inflation, our primary source of revenue, sales tax, is starting to soften, and the economy appears to be showing signs of a slowdown. What that indicates is that we can't rely on underbudgeted revenues, or prior year uncommitted funds anymore.

Mr. Rogers indicated that we've been able to keep things running with this methodology for over a decade, but not so anymore. Kitsap 911's funding formula requires that the user agencies make up the difference for any budget deficits. He shared a new graph that shows user fees have barely moved since 2008 and that if there has been any way for us to avoid raising user fees without sacrificing service levels, we always do it. However, we've reached the point where something about our funding must change.

Mr. Rogers shared a slide that showed what user fees would look like in 2025 if we keep with the same budgeting process. Currently, user fees are at \$2 million, but if how we fund our agency doesn't change, to cover the 2025 deficit, that number would shoot up 229% to \$6.5 million. That is an overall increase

of \$4.5 million. He shared a table that shows the additional amount that each agency would have to contribute next year with this scenario.

This scenario is a complete non-starter for Ms. Jameson-Owens and Mr. Rogers. This is also why they felt so strongly about going back to doing these budget workshops. The Board needs to make some big decisions, and we wanted our stakeholders to have a comprehensive view of the situation so that we can do that in the best way possible.

Director Ellingson indicated that we were able to keep the user fees flat because the sales tax revenue was strong, and it offset any increase. But now it shows that sales tax revenue is slacking off and we may need to look at that. We need to rethink the whole picture to make sure we have a balanced budget in the long run.

Alternative Budget Scenarios

Mr. Rogers indicated that raising user fees to that degree is not an option in anyone's mind but if we don't, then we must budget in a different way using other revenues. He reviewed our revenue sources.

- Telephone excise tax - we can't do anything to increase these revenues at the local or federal level so any modifications to this are well outside of our scope of control.
- 1/10th of 1% of Sales Tax – this was first passed in 2003 and how this performs this depends entirely on the retail spending in our county. At 54% it is the primary source of revenue for us.
- User fees – according to our funding formula, the total amount contributed by user agencies can technically fluctuate but they have been about the same since 2008. This amount that accounts for about 19% of our revenue, dropped in 2018 and has stayed there. Any changes to this funding source would have to be approved by the board.
- Other revenues – this includes revenue from tower leases, grants, and investment interest. It accounts for about 6% of our revenue and there is not much room for significant growth here.
- Proposition 2 – this revenue has been earmarked to the radio project. To date zero dollars have been spent on anything else. As a refresher, Mr. Rogers read the language of Proposition 2:

Whereas it is the Board's intent that these revenues will be used to fund the radio system replacement and thereafter to create a committed Capital Improvement/Equipment Replacement Reserve, and to fund such capital improvements, equipment replacement and operating costs as the Board may authorize.

This gives us a road map to follow to decide how to use those funds.

Scenario 1

Mr. Roger's indicated that Scenario 1's premise is that at the end of the day, all of Kitsap 911's revenue sources go toward the same goal, which is to ensure public safety. It completely fulfills the promise we made to the voters, in that the new radio system is priority #1, but it does that with a holistic perspective by using a unified budget approach.

The main concern with switching to a combined budget has been the fear that management would try to use Proposition 2 for things that would get in the way of us completing this project. He reiterated

that it is all our job to safeguard public funds; and Kitsap 911's management team have always been completely in alignment with this board with the goal of seeing the radio project through to the end. We all take an enormous amount of pride in the fact that we get to be a part of a project of this magnitude. Absolutely nothing will stop us from crossing that finish line with you, and going forward you will have the transparency from us to back that up.

As for the debt, we always knew that we would have to finance some part of it. In the early days, we talked about possibly needing to bond out close to \$20-25 million. As time went on, that outlook changed to only needing to take on a loan for about \$11 million, but the idea of a fully funded radio project has never meant that we would pay cash for the entire system. It has always meant that we use a mix of cash and debt, and that Proposition 2 revenues would be used first and foremost to fund the project.

The amount that we ultimately borrow might change a little depending on how sales tax looks this year, but soon we'll also have to start paying for ongoing costs, not just big dollar capital outlays. In multi-purpose governments, it's easy to tell the difference between a roads department and the courts, for example, so it makes sense for those to be budgeted for separately, but this project just isn't like that. The lines are way too fuzzy for so many budget items.

Think about things like cybersecurity, networking, servers, electricity, fire alarm inspections, UPS maintenance, HVAC repairs, and generator upkeep. Like a smoking section in a casino, it is impossible to distinguish where one starts and the other begins. The board would still have complete authority over how Kitsap 911's money is spent, but having one budget would greatly simplify how that is done.

Scenario 2

Scenario 2 is the middle ground option. Rather than a full consolidation, we would keep the budgets separate and only use Proposition 2 money on specific expenditures that are directly related to the radio project. This would include:

- The wages and benefits for our Technical Services Group, since they are the ones directly responsible for bringing the system online.
- Certain recurring expenditures, like hardware, software, leases, maintenance, etc.
- And certain capital projects, like the CAD upgrade, SonicWall replacement, the Backup Center, and a new Firewall cluster.

We would need the same amount of debt in both scenarios, and just like Scenario 1, the Board would always have the ultimate say about how Proposition 2 money is spent. Scenario 2 would make it a little easier to show that Proposition 2 money was spent only on the Radio project, if that was ever something that we needed to do.

Mr. Rogers' recommendation would be to pursue Scenario 1. It is absolutely within the scope of the intent of Proposition 2, because it would be clear on every single budget and every single monthly finance report that the radio project is fully funded and our promise to the public to deliver a functioning, state of the art radio system will be fulfilled.

Projected Cash Flow

Mr. Rogers shared a slide of the summarized version of our cash flow. This is a living document, so we may not be providing this in every meeting, but we will be providing this every time there is a big change.

The timing of deliverables can change, numbers are frequently updated, etc., so anything past 2028 is just too far in the future to be relied on with a high degree of confidence. Everything through 2028 is dedicated to finishing the radio project, so those numbers are dialed in, but how the money is spent after that will be up to the board to decide.

Side by Side Budget Scenario Comparison

This slide shows the side-by-side comparison of what has been presented. Both scenarios are viable options, but Mr. Rogers' recommendation is to choose Scenario 1, as it fulfills our promise to the public and clearly puts us in the best position to address all budgetary concerns.

Mr. Rogers asked if there were any questions.

Director Ellingson asked if this has been presented to the Strategic Advisory Board (SAB). Mr. Rogers confirmed that it had and that it was favorably received. They were appreciative of the transparency and there was no resistance against Scenario 1. Director Ellingson said that getting the SAB on board is an important part of the process. Ms. Jameson-Owens invited Chief LaGrandeur to weigh in.

Chief LaGrandeur indicated that the presentation was very well received, and it answered a lot of questions. It provided a good foundation to use going forward and a positive start to the budgeting process.

Chief Clark reported that he heard no objections as well and that they would discuss it at the next police chiefs' meeting as well. Director Ellingson asked for feedback from them as they have it.

Director Wiley confirmed that user fees have been flat since 2008. Director Ellingson indicated that with sales tax revenues and increasing inflation, we need to re-think the user fees.

Mr. Rogers confirmed that the funding formula process is to take all the other revenue sources and subtract our expenses from that and the difference, or the "Console Share," are the user fees.

Director Wheeler indicated that it sounds like things are favorable right now for Scenario 1 but we haven't discussed yet what it is going to look like to maintain the radio project in the future. We will have to make some projections on what sales tax trends will be and talk about what revenues look like in the next five years and then what an incrementally gradual increase to our jurisdictions. Is the SAB aware of that?

Chief LaGrandeur confirmed that was brought up yesterday by one of the Fire Chiefs and he doesn't think anyone is opposed to raising user fees if it is forecasted and gradual and not all at once.

Director Wheeler indicated that we are going to have to factor that in to get reasonable contributions by jurisdictions, meet our commitment to the taxpayers for the radio project, and fund the on-going maintenance of the radio project. Staying flat since 2008 didn't do us a lot of favors but we can't make it all up at once.

Mr. Rogers shared that Proposition 2 has been a good benefit to us and under Scenario 1 there is no increase needed and still end up with a \$1.1 million surplus. It is possible that we don't have to increase but any increase could be gradual and in advance. The stakeholders would all be part of that conversation.

Director Wheeler indicated that the Kitsap 911 operation is lean when it comes to cuts and savings. He is a little wary that if we just pick Scenario 1 and not look at the whole picture, we don't leave the next group of leadership a huge hole.

Mr. Rogers reiterated that while his recommendation is Scenario 1, Scenario 2 is just as viable, and the deficit is just a rounding difference that can be covered elsewhere.

Director Ellingson indicated that we need to project four or five years in the future with each scenario.

Mr. Rogers indicated that we have these projections out for the Radio Project. With some time, we can provide that for Operations with the caveat that beyond 4-5 years, the numbers are gray.

Ms. Jameson-Owens indicated that we are not asking for any decisions today. We will send this out to you to digest it and will revisit it at the next meeting and the budget workshop. In September, after we see more financial data, we will get a final approval then.

Mr. Rogers also discussed the slide called Passthrough Technology Expenses. There is no written documentation about who pays. For example, with MCTs, there are a lot of things that are used on an MCT to make it function that have annual fees. The slide lists all the additional fees for MCTs and other services. To date, the annual costs are \$427,962.

Mr. Wecker discussed the change in software costs in that we are no longer buying software once. Now they are a subscription service that you must pay for regularly. Costs for MCTs were based on the buy it once stream. But now it's all continual costs so we need to decide what K911 pays and what agency pays for each MCT. Sometimes we pay for subscription and pay for support as well.

Ms. Jameson-Owens indicated that we haven't kept up with the change and we didn't think of on-going maintenance costs and kept paying the bills but now the costs are increasing, and we need to make decisions on what we pay for. This is especially true as we look at \$40 per month per radio with many new radios.

Director Wheeler asked if these were some of things that would prompt a user fee increase or would it be a case-by-case pass through cost?

Mr. Rogers said that the user fees have three parts: the \$5,000 base fee for each agency, the console share, and surcharges. The console share and base fee may need to be raised. Any of the costs on this slide are what we call surcharges, and these are based on the needs of the agency.

Director Wheeler said we have user fees we know that must be raised and then possibly these costs also for annual subscriptions.

Director Ellingson indicated that surcharge ought to be a passthrough the cost to operate an MCT.

Mr. Wecker summarized the multiple costs that are required for each agency to operate their MCTs, radios and Purvis.

Ms. Jameson-Owens clarified that potentially these costs could be a million dollars per year if we can do something that gets us on par with how technology is billed now. It doesn't have to be two raises for the agencies. Just solving the passthrough problem would be helpful.

Director Ellingson said we didn't even consider this issue at the time.

Mr. Rogers said that we have a massive amount of money going toward building the radio project right now, but then we go back to just operations and maintenance. So, addressing the passthrough costs now, that could result in not having to raise the other parts of user fees as much. In either scenario the total cost to an agency could be supported by an increase for just the surcharges.

Director Wheeler indicated that we must do what's right for everyone and put the equation together. Director Wheeler reiterated that we want to hear from every agency on their input.

Mr. Rogers indicated that this level of detail on the budget is not new for Kitsap 911, but this is what you will be seeing going forward.

Executive Committee Meeting on May 8

Ms. Jameson-Owens, Mr. Brandon Wecker and Ms. Rachael Taylor will be out of town at a Labor Relations conference in Yakima. The attendance is limited at this meeting, so she recommends that we still have the May 8th meeting with Mr. Rogers, Ms. Jamie Donley, and Ms. Barrie Hillman to go over the budget again with the Executive Committee. We will verify ahead of time that the other Executive Committee members can be there first. If we do cancel the May 8th meeting, there are still two other meetings scheduled when we can go over the budget.

Strategic Positioning

Ms. Jameson-Owens is looking to schedule Strategic Positioning work with Dr. De Hicks for the 3rd Quarter of 2024 because it takes time to get on Dr. Hicks's schedule.

Staff Reports:

Staffing Report

Human Resources Manager, Rachael Taylor reported that since the last meeting no employees have left and have four new call receivers starting on Monday. We have six vacant positions on the dispatch floor. We posted the telecommunicator job again this week for an August start date and we plan to hire four at that time. We have three new call receivers in training on the dispatch floor. We have two Assistant Supervisors in training and one person in law enforcement dispatch training. We signed off one person from Law Enforcement training last week. Our Finance Specialist will start May 6th and make Admin fully staffed. The Technical Services Group is also fully staffed.

Ms. Taylor confirmed that our retention has improved.

Goals & Tech Projects Update

Technical Services Manager, Brandon Wecker, reported on the [Plans & Goals](#) List:

2022-4 - Cad to CAD with South Sound 911

Summary: Create an interface between our two CAD systems

We have the operational procedures worked out between the fire agencies at this point, at least to start. CAD to CAD is live but turned off. We've done some live testing and encountered a few bugs that Hexagon thinks they have fixed. We are live testing it again tomorrow morning to see if it works. Once we feel comfortable the bugs have been worked out, we'll be coordinating a formal go live date.

Chair Wiley asked how long the burn in period is? Mr. Wecker indicated it would be 30 to 90 days to fully test different types of instances. We won't sign off until both our side and South Side are comfortable with it.

2023-5 - Replace UPS System

Summary: This is the project to replace the UPS at K911

The contract is ready for signature and is on the docket for our Executive Board meeting tomorrow.

2023-10 - Replace AV System

Summary: This is the project to upgrade and replace our building AV system with more room specific AV systems

We have purchased and received all the equipment. We have begun setting it up in rooms which have carpet and paint done. Our training room is all done and has gotten very positive feedback from our training manager and other staff. We will continue to update rooms as they are completed and available.

2023-11 - Dispatch Floor Projects - Painting and Flooring

Summary: This project replaces the console furniture on the dispatch floor

We are making great progress on the painting and carpet replacement. We have replaced all the vinyl tile, and a good portion of the carpeting. We are finishing up our Admin area this week and moving those employees back in. We are working to move the techs and people in the previous DEM area out as that is starting painting and flooring on May 6th.

2023-13 - Dispatch Floor Projects - Console Furniture

Summary: This project replaces the console furniture on the dispatch floor

Demos will be set up at Kitsap 911 on May 8th and will remain for 2 weeks. We have the feedback survey built and will be releasing it alongside the consoles for review.

2023-10 Replace the AV System

Purchased and received all the equipment and have started setting it up in the rooms. Can be viewed in the Training room right now.

2023-11 Dispatch Floor painting and flooring

Main hallway done this Friday. Admin folks are moved back in. The new Technology Services Group has been moved to the classroom. Brandon to move next week.

2023-13 Dispatch Floor Console Furniture

Demo on May 8. Web survey.

Director Wiley asked about the electronics at the towers and whether we still must go and check them as often?

Mr. Wecker confirmed that one the continuous improvement goals was to further enhance our ability to remotely monitor each tower. We still do monthly site checks, but we have reduced the amount of time and work we would spend doing that. Previously it would take 30-60 minutes per visit especially to test the generator. Now we have the generators to run automatically and monitor them remotely. Site checks are now just focusing on the things that need to be checked. We can do all checks in a day or a day and half. The site checks and site work are now separate roles because one site check person can't be trained to fix all the potential problems. If the person doing the site check sees a problem, they create a work order on their phones and then the master techs can fix any problems.

Director Ellingson asked do you monitor the generators regularly?

Mr. Wecker indicated that we will never get away with not having eyes on them regularly, but we can monitor a lot of the generator system remotely which streamlines the entire site check process. Some sites run generator tests weekly but most of them monthly.

Emerging Issues-

None

Good of the Order-

Jamie Donley reported that last week was the Telecommunicator Week celebrating telecommunicators which was very successful. We also found out we won three national APCO awards:

- Randy Dasho was named Supervisor of the Year.
- Andrew Tetrick was named Trainer of the Year.
- Emily Garner was awarded Critical Incident of the Year for a shooting incident.

The winners will be recognized at the annual APCO conference this year as well.

Executive Session for RCW 42.30.110.1G

At 1417 the Executive Committee went into Executive Session under RCW 42.30.110.1G to discuss the performance of a public employee for 15 minutes. The committee will return at 1435 and no action will be made after the session.

The meeting resumed at 1435.

The meeting is adjourned at 1436.

The next regular meeting of the Kitsap 911 Executive Committee will be May 8, 2024



KITSAP 911

2025 Budget Workshop
04/23/2024 SAB Meeting

Discussion items

- 2025 Budget Overview
- User Fees
- Proposition 2
- Debt Issuance
- Passthrough Technology Expenses

2025 Operating Budget Overview

Fluctuation Analysis (2025 vs. 2024 Budget)

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Operating Revenues

Kitsap 911 Public Authority 2025 Budget Summary

	Proposed 2025	Amended 2024	Actual 2023
Beginning Fund Balances			
1 Total Estimated Beginning Fund Balance	5,151,841	7,142,695	10,930,470
Operating Revenues			
2 Sales and Excise Tax			
3 337 16 00 0000 Emergency Communications Sales Tax 1	7,040,065	7,040,065	6,996,904
4 337 63 00 0000 Telephone Excise Tax	157,777	176,857	157,777
5 337 64 00 0000 Wireless Telephone Excise Tax	1,988,225	1,881,262	1,968,540
6 337 64 00 0001 Prepaid Wireless Telephone Excise Tax	275,950	283,092	261,768
7 337 65 00 0000 VoIP Telephone Excise Tax	292,392	305,113	292,392
8 361 40 00 0001 Penalties & Interest on Other Taxes	4,010	2,351	8,067
9 Subtotal Sales and Excise Tax	9,758,419	9,688,741	9,685,447
10 Service Fees and Surcharges			
11 342 80 50 0001 Service Fees (County, Cities, Fire Districts, Tribes Base Fees)	2,054,680	2,054,684	2,088,593
12 342 80 50 0002 Contract Revenues (Humane Society)	50,000	50,000	105,616
13 342 80 50 0004 Service Fees (Operating Surcharges)	101,577	243,234	241,468
14 Subtotal Service Fees and Surcharges	2,206,258	2,347,918	2,435,678
15 Other Regular Revenues			
16 362 50 00 0000 Tower Leases	446,579	399,991	623,363
17 334 01 80 0000 State E911 CPD Contract KC (WA State Military)	50,000	50,000	52,368
18 334 01 80 0001 Cyber Security Grant (WA State Military)	-	94,000	-
19 361 11 00 0001 Investment Interest	84,164	37,776	223,327
20 369 91 00 0000 Other Misc Revenue	9,043	9,367	9,639
21 Subtotal Other Regular Revenues	589,786	591,134	908,697
22 Grants and Other Revenues			
23 333 20 60 0000 State & Community HWY	2,142	970	4,485
24 342 80 50 0000 MCT NPRV Surcharges	124,347	99,541	27,415
25 Subtotal Grants and Other Revenues	126,489	100,511	31,899
26 Total Operating Revenues	12,680,952	12,728,304	13,061,721
27 Beginning Fund Balances and Total Operating Revenues	\$ 17,832,793	\$ 19,870,999	\$ 23,992,191

Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +3.00% Proposed 2025 vs Amended 2024

\$	%	Description of Primary Contributing Factors
(1,990,854)	-27.87%	Capital projects, which vary significantly year-to-year.
-	0.00%	Slowed growth assumed. Flat with 2024.
(19,081)	-10.79%	3-year declining trend. Flat with 2023 assumed.
106,963	5.69%	3-year increasing trend. 1% over 2023 assumed.
(7,142)	-2.52%	Fairly consistent trend. 3-year average assumed.
(12,721)	-4.17%	3-year declining trend. Flat with 2023 assumed.
1,659	70.55%	Rising trend, but immaterial fluctuation. 3-year average used.
69,678	0.72%	
(4)	0.00%	No user fee increase assumed.
-	0.00%	N/A
(141,657)	-58.24%	I-Leads ended in 2023, but after 2024 budget was approved.
(141,661)	-6.03%	
46,589	11.65%	Contracted rate increases, 2 of which are based on CPI.
-	0.00%	N/A
(94,000)	-100.00%	Cybersecurity grant reimbursement expected in 2024.
46,388	122.80%	Lower balance expected due to 2024 milestone payments.
(324)	-3.45%	Immaterial fluctuation.
(1,347)	-0.23%	
1,172	120.79%	Immaterial fluctuation.
24,806	24.92%	Based on reimbursable MCT expenses. 3-year average used.
25,978	25.85%	
(47,352)	-0.37%	
(2,038,206)	-10.26%	

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Operating Expenditures - Labor and Personnel

Kitsap 911 Public Authority 2025 Budget Summary

	Proposed 2025	Amended 2024	Actual 2023	
29	Operating Expenditures			
30	Operating Wages, Salaries, and Benefits			
31	528 32 10 0000 Regular Salaries	8,696,294	8,643,162	6,878,644
32	528 32 10 0001 Overtime Pay	1,201,142	755,747	1,133,137
33	528 32 10 0002 Retention Pay	-	-	124,363
34	528 32 10 0003 Sick Leave Payout	7,412	6,685	5,508
35	528 32 10 0004 Annual Leave Payout	23,780	27,644	16,343
36	528 32 10 0005 Shift Differential Pay	4,051	3,862	3,462
37	528 32 10 0006 Extra Help	51,153	44,583	53,369
38	528 32 10 0007 Out of Class Pay	2,743	5,000	2,617
39	528 32 10 0008 Miscellaneous Pay	124,586	86,177	122,418
40	528 32 10 0009 Salary/Benefit Attrition	(622,548)	(600,871)	-
41	528 32 10 0010 Recruitment Bonus	8,750	9,000	-
42	528 32 20 0001 Payroll Taxes	729,146	752,010	604,731
43	528 32 20 0002 PERS Retirement	995,128	911,225	815,785
44	528 32 20 0003 Medical Insurance	1,179,040	1,095,723	1,049,484
45	528 32 20 0004 Dental Insurance	93,745	79,822	79,461
46	528 32 20 0005 Life Insurance	8,780	9,230	7,980
47	528 32 20 0006 Meal Vouchers	10,084	20,084	8,299
48	528 32 20 0008 Unemployment Compensation	30,740	39,321	20,617
49	528 32 20 0010 Personnel Benefits	-	-	-
50	528 32 20 0011 Industrial Insurance	30,188	41,971	22,632
51	528 32 20 0012 PFMLA	21,578	21,038	14,892
52	528 32 20 0013 Out of State Payroll Taxes	721	1,000	541
53	Total Operating Wages, Salaries, and Benefits	12,596,512	11,952,413	10,964,283

Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +-3.00% Proposed 2025 vs Amended 2024

	\$	%	Description of Primary Contributing Factors
	53,131	0.61%	Step Increases
	445,395	58.93%	2023 estimate for filled positions was under expectations.
	-	0.00%	No retention pay due in 2025.
	727	10.87%	Immaterial fluctuation.
	(3,864)	-13.98%	Immaterial fluctuation.
	189	4.89%	Immaterial fluctuation.
	6,570	14.74%	Based on 2023 per-employee average.
	(2,257)	-45.14%	Immaterial fluctuation.
	38,408	44.57%	T2 certification and 2023 training hour estimate is more likely.
	(21,677)	3.61%	Step increases. This is a percentage of gross pay.
	(250)	-2.78%	Immaterial fluctuation.
	(22,865)	-3.04%	2024 estimate for filled positions was under expectations.
	83,903	9.21%	Higher wages and employer rate increase assumed.
	83,317	7.60%	6% incr., demographics/new positions and higher ER portion.
	13,923	17.44%	6% incr., demographics/new positions and higher ER portion.
	(450)	-4.88%	Immaterial fluctuation.
	(10,000)	-49.79%	Slight increase over 2023, which is a better utilization indicator.
	(8,581)	-21.82%	Based on expected vacancies. No rate increase assumed.
	-	0.00%	N/A
	(11,783)	-28.07%	Based on expected vacancies. No rate increase assumed.
	540	2.57%	Immaterial fluctuation.
	(279)	-27.86%	No income tax or PFML, and WC is comparable. ~\$500 saved.
	644,098	5.39%	

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Operating Expenditures - Supplies and Services

Kitsap 911 Public Authority 2025 Budget Summary

	Proposed 2025	Amended 2024	Actual 2023
54 Operating Supplies and Services			
55 Supplies and Fuel			
56 528 32 31 0000 Office Supplies	14,427	14,816	15,279
57 528 32 31 0001 Tech Supplies	-	1,560	1,407
58 528 32 31 0002 Employee Recognition	10,347	10,448	4,937
59 528 32 31 0003 Reference Materials	612	871	106
60 528 32 31 0004 Janitorial Supplies	5,887	7,124	4,188
61 528 32 31 0005 PEC Supplies	5,000	5,000	5,300
62 528 32 32 0000 Fuel-Generators	2,575	2,600	1,537
63 528 32 32 0002 Fuel-Towers	5,150	3,120	3,616
64 528 32 32 0003 Fuel Vehicle	7,622	7,696	3,483
65 Subtotal Supplies and Fuel	51,620	53,235	39,853
66 Computer Equipment and Software			
67 528 32 35 0000 Small Tools & Equipment	23,690	14,495	19,229
68 528 32 35 0001 Computer Software	456,651	349,699	293,200
69 528 32 35 0002 Computer Equipment	31,930	39,728	27,372
70 528 32 35 0003 Small Computer Equipment	18,025	13,000	12,643
71 Subtotal Computer Equipment and Software	530,296	416,922	352,444
72 Professional Services			
73 528 32 41 0000 Engineering & Architectural	5,150	5,200	-
74 528 32 41 0001 Applicant Testing and Screening	38,285	20,482	38,487
75 528 32 41 0002 Management Consulting	20,887	42,497	16,435
76 528 32 41 0003 Legal Services	11,902	12,762	8,483
77 528 32 41 0004 Other Professional Service	270,779	259,513	278,656
78 528 32 41 0005 Advertising	4,439	9,263	4,614
79 528 32 41 0006 Legal Settlement Costs	-	-	-
80 528 32 41 0008 Translation Services	9,334	4,486	9,062
81 Subtotal Professional Services	360,776	354,202	355,736

Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +3.00% Proposed 2025 vs Amended 2024

	\$	%	Description of Primary Contributing Factors
	(389)	-2.63%	Immaterial fluctuation.
	(1,560)	-100.00%	Reclassification to 528 32 31 0000 Office Supplies
	(100)	-0.96%	Immaterial fluctuation.
	(259)	-29.78%	Immaterial fluctuation.
	(1,237)	-17.36%	Immaterial fluctuation.
	-	0.00%	N/A
	(25)	-0.96%	Immaterial fluctuation.
	2,030	65.06%	Higher fuel costs expected, but immaterial fluctuation.
	(74)	-0.96%	Immaterial fluctuation.
	(1,615)	-3.03%	
	9,195	63.44%	Includes a 2025 reclassification. Largely flat with 2023.
	106,952	30.58%	New QA software (\$90K) and expected contract increases.
	(7,798)	-19.63%	Fewer PC replacements expected in 2025.
	5,025	38.65%	Includes 2025 reclassification. Otherwise nearly flat with 2023.
	113,374	27.19%	
	(50)	-0.96%	Immaterial fluctuation.
	17,803	86.92%	Expense reclassification. Now includes background & testing.
	(21,610)	-50.85%	Fewer management/"Intentional Culture" trainings expected.
	(860)	-6.74%	Immaterial fluctuation.
	11,266	4.34%	Expected contract increases.
	(4,824)	-52.08%	Fewer vacancies/RFPs expected
	-	0.00%	N/A
	4,848	108.08%	Flat with 2023 actuals. Increase in 3-year usage trend noted.
	6,573	1.86%	

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Operating Expenditures - Supplies and Services

Kitsap 911 Public Authority 2025 Budget Summary

	Proposed 2025	Amended 2024	Actual 2023
82 Communication and Travel			
83 528 32 42 0000 Telephone	66,433	75,218	60,588
84 528 32 42 0001 Cellular Telephone	21,749	23,067	19,196
85 528 32 42 0002 Postage	1,236	4,775	4,249
86 528 32 43 0000 Mileage	5,450	5,087	1,059
87 528 32 43 0001 Travel	41,334	47,097	26,316
88 528 32 43 0002 Per Diem	14,907	16,228	3,063
89 528 32 43 0003 Non-Employee Mileage	-	-	-
90 528 32 43 0004 Non Employee Travel	515	520	-
91 Subtotal Communication and Travel	151,624	171,992	114,472
92 Equipment Rental and Leases			
93 528 32 45 0000 Rental Expense	8,116	5,738	1,752
94 591 28 70 0000 Lease Expense	219,010	212,163	172,630
95 591 28 70 0001 SBITA Expense	69,261	26,577	3,063
96 Subtotal Equipment Rental and Leases	296,388	244,478	177,445
97 Building Insurance and Utilities			
98 528 32 46 0000 Insurance	146,587	123,754	95,195
99 528 32 47 0001 Utilities-Water	3,031	3,548	2,802
100 528 32 47 0002 Utilities-Sewer	5,900	5,280	5,456
101 528 32 47 0003 Electricity Cencom	143,109	129,106	132,325
102 528 32 47 0004 Electricity Tower Sites	34,127	30,060	31,555
103 528 32 47 0005 Utilities-Waste Disposal	7,847	7,003	7,255
104 528 32 47 0006 Utilities-Backup Internet & Cable	6,194	6,212	5,727
105 Subtotal Building Insurance and Utilities	346,794	304,963	280,315

Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +3.00% Proposed 2025 vs Amended 2024

	\$	%	Description of Primary Contributing Factors
	(8,785)	-11.68%	Updated based on usage. 5% increase over 2023 assumed.
	(1,318)	-5.71%	Immaterial fluctuation.
	(3,539)	-74.11%	Surveys will be done online in 2025, but immaterial fluctuation.
	363	7.14%	In-person trainings have resumed. More travel expected.
	(5,764)	-12.24%	In-person trainings have resumed. More travel expected.
	(1,321)	-8.14%	In-person trainings have resumed. More travel expected.
	-	0.00%	N/A
	(5)	-0.96%	Immaterial fluctuation.
	(20,368)	-11.84%	
	2,378	41.44%	Based on 3-year average, but immaterial fluctuation.
	6,848	3.23%	Contracted amounts. Increases are assumed.
	42,685	160.61%	SBITA reclassifications due to new GASB 96 guidance.
	51,910	21.23%	
	22,833	18.45%	Large increase over 2024 assumed (2024 increase was 27%).
	(518)	-14.59%	Slight increase over 2023 assumed, but immaterial fluctuation.
	620	11.75%	Slight increase over 2023 assumed, but immaterial fluctuation.
	14,003	10.85%	Electricity costs expected to rise.
	4,067	13.53%	Electricity costs expected to rise.
	843	12.04%	Immaterial fluctuation.
	(18)	-0.30%	Immaterial fluctuation.
	41,831	13.72%	

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Operating Expenditures - Supplies and Services

Kitsap 911 Public Authority 2025 Budget Summary

	Proposed 2025	Amended 2024	Actual 2023
106 Repairs and Maintenance			
107 528 32 48 0000 Repairs & Maintenance-Building	219,826	190,690	192,797
108 528 32 48 0001 Repairs & Maint-Improvements	6,180	12,480	5,395
109 528 32 48 0002 Repairs & Maint-Equipment	153,007	90,836	74,955
110 528 32 48 0003 Repairs & Maintenance-Computer Equipment	524,473	567,439	409,109
111 Subtotal Repairs and Maintenance	903,486	861,444	682,256
112 KCIS Network and Information Technology			
113 528 33 41 0011 KCIS Charges (I/Leads)	-	161,529	90,357
114 528 32 41 0013 KCIS Charges (Network & Security)	103,000	139,063	39,149
115 528 32 41 0016 KCIS Charges (GIS)	14,903	-	8,108
116 Subtotal KCIS Network and Information Technology	117,903	300,591	137,615
117 MCT Hardware and Software			
118 528 33 35 0000 Small Tools and Equipment (MCT System)	-	-	-
119 528 33 35 0001 Computer Software (MCT System)	51,500	35,814	41,496
120 528 33 35 0002 Small Computer Equipment (MCT System)	8,878	23,345	6,412
121 528 33 41 0013 Network and Support (MCT System)	2,039	2,059	-
122 528 33 42 0001 Cellular Telephone (MCT System)	236,900	223,600	221,378
123 528 33 48 0002 Repairs & Maint- Equipment (MCT System)	185	282	87
124 528 33 48 0003 Repairs & Maint-Comp Equip (MCT System)	2,060	79,359	120
125 Subtotal MCT Hardware and Software	301,562	364,459	269,494
126 Other Expenditures			
127 528 32 49 0000 Credit Card Processing Fees	18	18	-
128 528 32 49 0001 Bank Account Maintenance Fees	1,311	1,437	-
129 528 32 49 0002 Finance Charges & Late Fees	350	350	316
130 528 32 49 0003 Dues & Subscriptions	27,946	26,533	24,867
131 528 32 49 0004 Registration & Tuition	29,020	35,803	13,997
132 528 32 49 0005 Printing & Binding	1,642	1,889	819
133 528 32 49 0009 Other Miscellaneous	17,166	11,401	15,151
134 Subtotal Other Expenditures	77,454	77,431	55,149
135 Total Operating Supplies and Services	3,137,902	3,149,718	2,464,780
136 Total Operating Expenditures	15,698,491	15,102,131	13,429,063

Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +3.00% Proposed 2025 vs Amended 2024

	\$	%	Description of Primary Contributing Factors
	29,137	15.28%	Higher tower site repair and console repair/cleaning costs.
	(6,300)	-50.48%	Change in expectation due to utilization.
	62,171	68.44%	Furniture replacement (obsolescence) and tower site repairs.
	(42,966)	-7.57%	SBITA reclassifications to 591 28 70 0001 from GASB 96.
	42,042	4.88%	
	(161,529)	-100.00%	I-Leads contract ended in 2023 after 2024 budget was adopted.
	(36,063)	-25.93%	Less County-related IT work expected.
	14,903	0.00%	3-year average assumed. Some GIS work is expected in 2025.
	(182,689)	-60.78%	
	-	0.00%	N/A
	15,686	43.80%	Based on usage. Increase over 2023 assumed.
	(14,467)	-61.97%	3-year average. Appropriate based on usage.
	(20)	-0.96%	Immaterial fluctuation.
	13,300	5.95%	Based on usage. Increase over 2023 assumed.
	(98)	-34.54%	Immaterial fluctuation.
	(77,299)	-97.40%	Fewer repairs expected due to new MCTs deployed in 2024.
	(62,897)	-17.26%	
	(0)	-0.95%	Immaterial fluctuation.
	(125)	-8.72%	Immaterial fluctuation.
	-	0.00%	Immaterial fluctuation.
	1,414	5.33%	Estimated costs increases, but immaterial fluctuation.
	(6,783)	-18.94%	Based on planned trainings, but immaterial fluctuation.
	(247)	-13.07%	Immaterial fluctuation.
	5,764	50.56%	3-year rising trend noted. Small increase over 2023 assumed.
	23	0.03%	
	(11,815)	-0.38%	
	596,360	3.95%	

2025 Budget Overview - 2025 Proposed vs. 2024 Budget

Non-Operating Expenditures - Supplies and Services

Kitsap 911 Public Authority 2025 Budget Summary

			Proposed 2025	Amended 2024	Actual 2023	Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +3.00% Proposed 2025 vs Amended 2024		
						\$	%	Description of Primary Contributing Factors
137	Technical, Capital, and Other Non-Operating Projects							
138	Non-Operating Supplies and Services							
139	528 90 31 0000	Non-Op Office Supplies	9	-	9	9	0.00%	Immaterial fluctuation.
140	528 90 35 0000	Non-Op Small Tools & Equipment	44	44	-	-	0.00%	N/A
141	528 90 35 0001	Non-Op Computer Software	30,000	9,465	-	20,535	216.97%	Accounting software upgrade/replacement expected in 2025.
142	528 90 35 0002	Non-Op Computer Equipment	-	-	-	-	0.00%	N/A
143	528 90 35 0003	Non-Op Small Computer Equipment	-	-	-	-	0.00%	N/A
144	528 90 41 0000	Non-Op Engineering & Architectural	7,831	-	7,831	7,831	0.00%	Flat with 2023 actuals. Additional FCC licensing assumed.
145	528 90 41 0002	Non-Op Management Consulting	-	-	30,650	-	0.00%	N/A
146	528 90 41 0003	Non-Op Legal Services	-	-	-	-	0.00%	N/A
147	528 90 41 0004	Non-Op Other Professional Services	-	-	-	-	0.00%	N/A
148	528 90 41 0005	Non-Op Advertising	643	515	771	128	24.78%	Immaterial fluctuation.
149	528 90 42 0001	Non-Op Cellular Telephones	-	-	-	-	0.00%	N/A
150	528 90 42 0002	Non-Op Postage	-	-	-	-	0.00%	N/A
151	528 90 43 0000	Non-Op Mileage	525	205	845	320	155.69%	Immaterial fluctuation.
152	528 90 43 0001	Non-Op Travel	325	121	528	203	168.02%	Immaterial fluctuation.
153	528 90 43 0002	Non-Op Per Diem	-	-	-	-	0.00%	N/A
154	528 90 43 0003	Non-Op Non-Employee Mileage	-	-	-	-	0.00%	N/A
155	528 90 43 0004	Non-Op Non-Employee Travel	-	-	-	-	0.00%	N/A
156	528 90 45 0000	Non-Op Rental Expense	-	-	-	-	0.00%	N/A
157	528 90 48 0000	Non-Op Repairs & Maint-Building	-	-	-	-	0.00%	N/A
158	528 90 48 0002	Non-Op Repairs & Maint-Equipment	-	-	1,575	-	0.00%	N/A
159	528 90 48 0003	Non-Op Repairs & Maint-Computer	-	-	-	-	0.00%	N/A
160	528 90 49 0003	Non-Op Dues & Subscriptions	385	-	385	385	0.00%	Immaterial fluctuation.
161	528 90 49 0009	Non-Op Other	-	-	-	-	0.00%	N/A
162	Subtotal Non-Operating Supplies and Services		39,762	10,350	42,594	29,411	284.16%	

2025 Budget Overview - Capital Projects

Other Capital & Non-Operating Projects

Kitsap 911 Public Authority 2025 Budget Summary

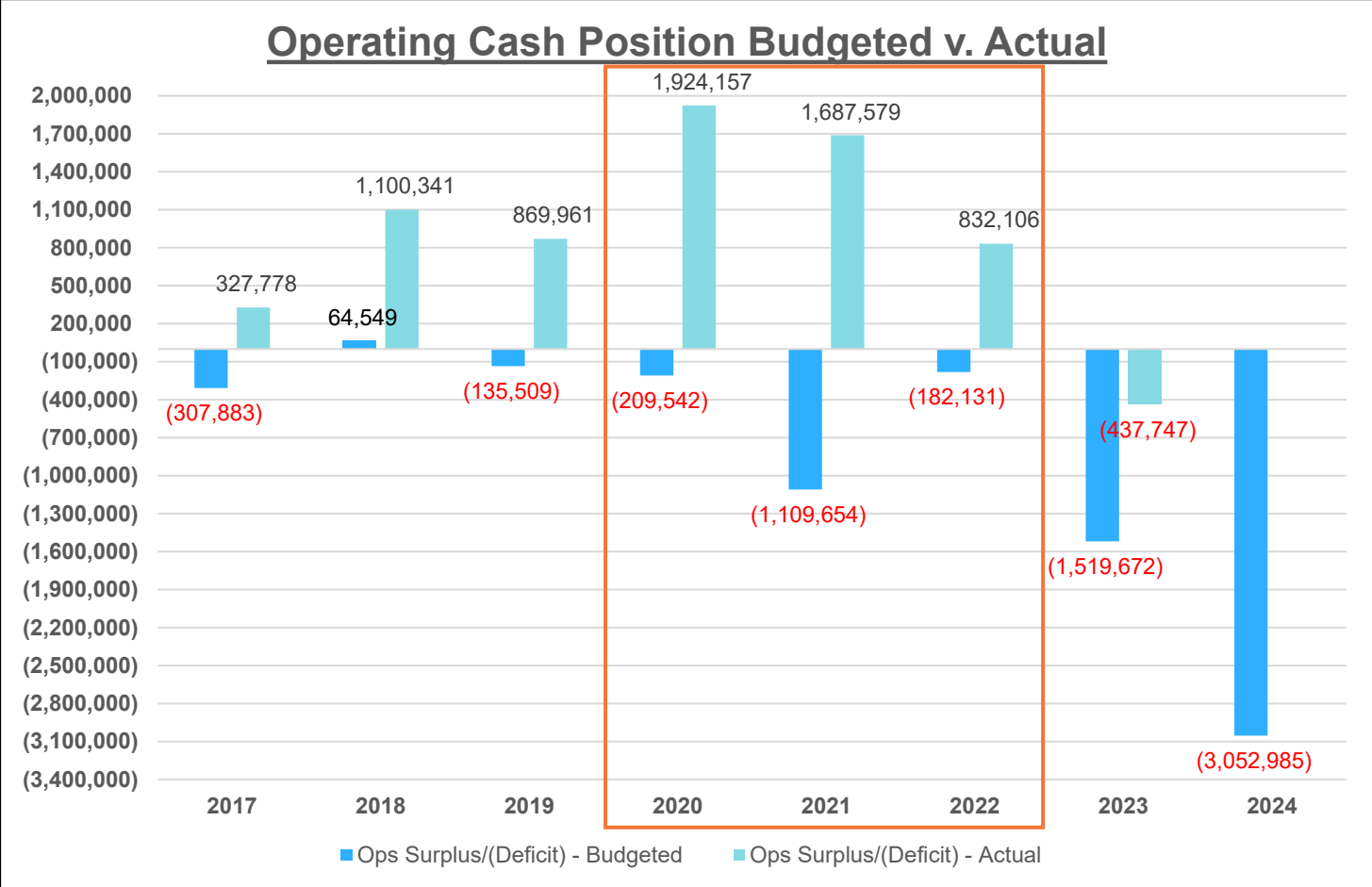
			Proposed 2025	Amended 2024	Actual 2023	Fluctuation Analysis - Accounts with Differences of Both +-\$5,000 and +-3.00% Proposed 2025 vs Amended 2024		
						\$	%	Description of Primary Contributing Factors
163	Non-Operating Projects							
164	1 MCT NPRVs		124,347					
165	2 First Due Annual Maintenance		83,448					
166	3 CAD Upgrade		750,000					
167	4 Fuel Polishing		20,000					
168	5 Data Center Improvement		35,000					
169	6 Windows Server Licensing		45,000					
170	7 SonicWall Replacement		31,000					
171	8 Waste Management at GM		5,000					
172	9 Temp Sensors at all sites		4,000					
173	10 Backup Center Phase 2		125,000					
174	11 Firewall Cluster at Backup Center		70,000					
175	12 Radio & LMR Projects		-					
176	Subtotal Non-Operating Projects		1,292,795	1,439,559	492,743	(146,763)	-10.20%	
177	Total Technical, Capital, and Other Non-Operating Projects		1,332,557	1,449,909	854,681	(117,352)	-8.09%	
178	Total Operating and Non-Operating Appropriation		17,066,971	16,552,040	14,283,744	514,931	3.11%	
179	Estimated Ending Fund Balance		766,299	3,318,959	9,708,448			
180	Total Appropriation and Estimated Ending Fund Balance		17,833,270	19,870,999	23,992,191	(2,037,729)	-10.25%	

2025 Budget Overview

Budget Surplus/Deficit Analysis (2017 – 2024)

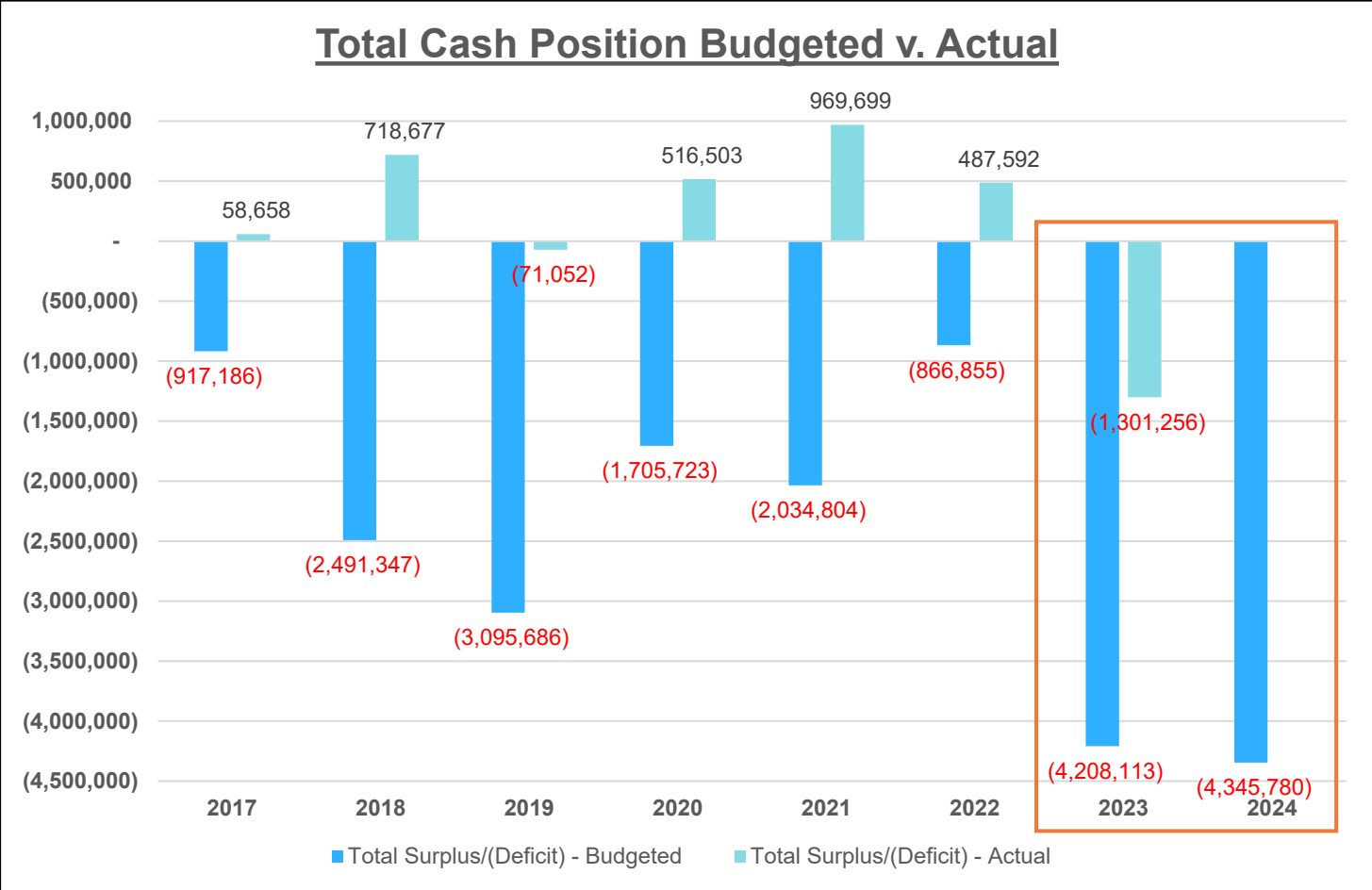
2025 Budget Overview - Budget Surplus/Deficit Analysis

2017 - 2023 Budgeted v. Actual (Operating Budget)



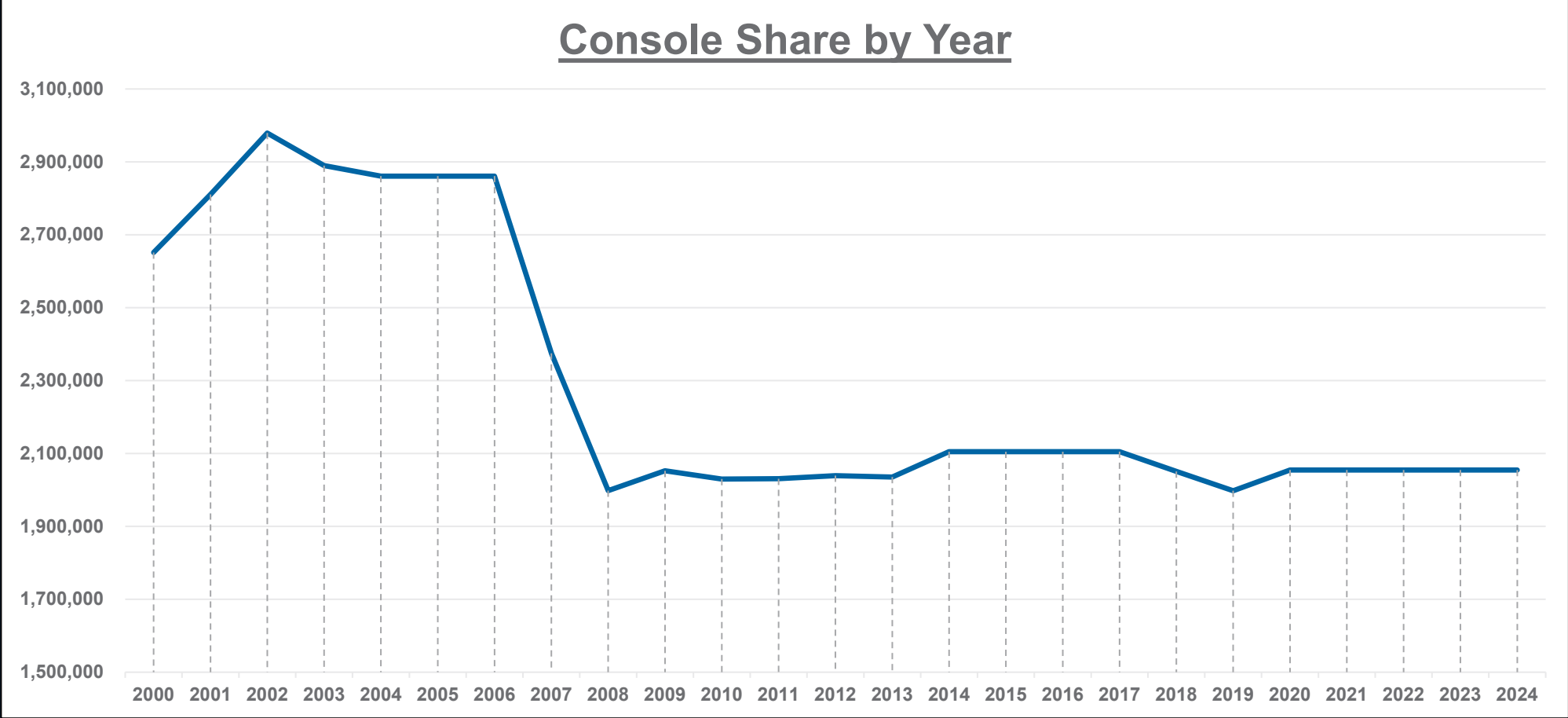
2025 Budget Overview - Budget Surplus/Deficit Analysis

2017 - 2023 Budgeted v. Actual (Operating and Capital Budgets)



2025 Budget Overview - Historical User Fees

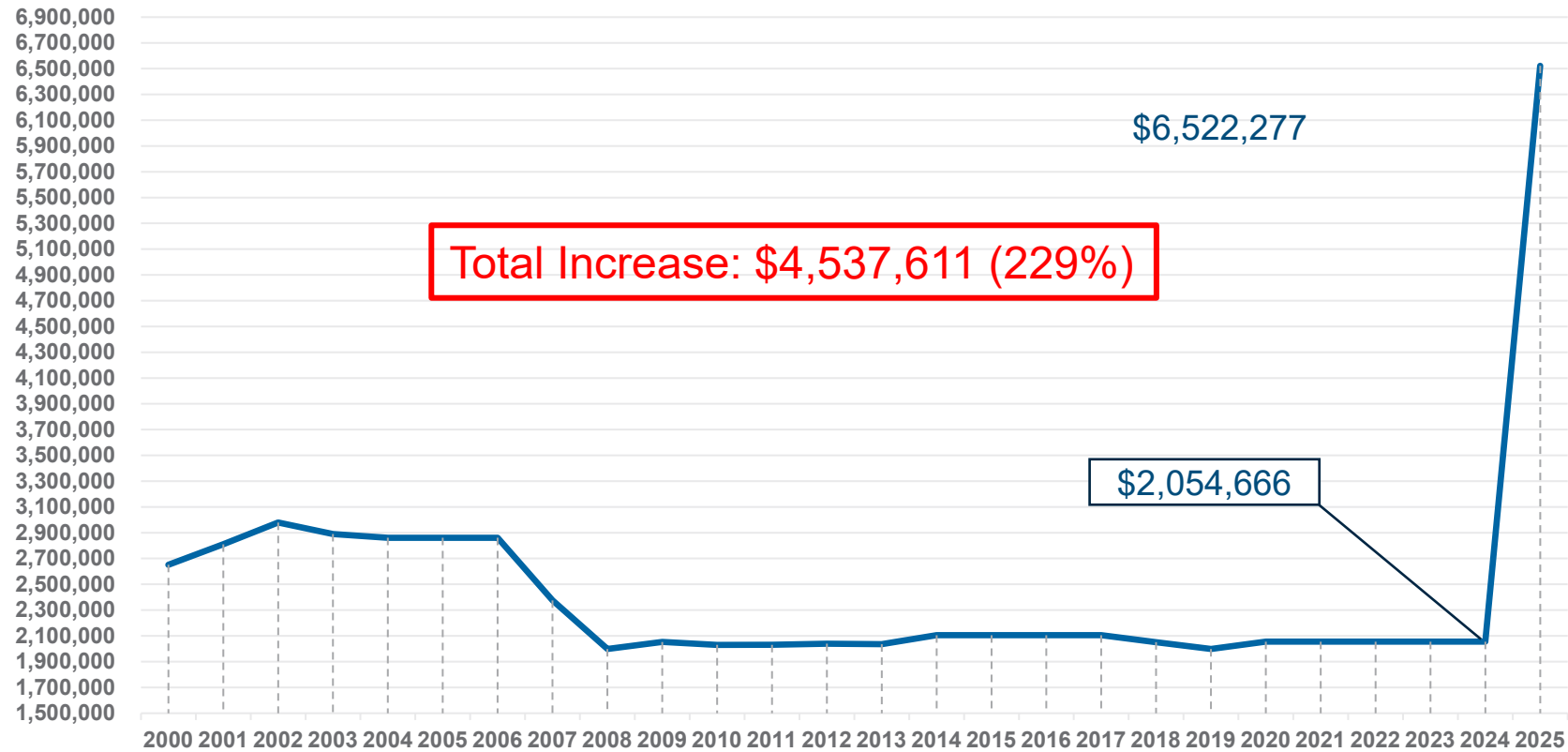
2000 - 2024



2025 Budget Overview - Historical User Fees

2000 - 2024 (with Pro Forma 2025)

Console Share by Year



\$ Increase by Agency

KCSO	1,262,586.47
Coroner	18,311.97
Poulsbo PD	183,286.31
BIPD	193,122.92
Port Orchard PD	286,371.36
Suquamish PD	141,963.02
Port Gamble PD	111,640.13
Bremerton PD	709,329.36
Bremerton Fire	375,210.55
NKFR	119,114.82
Port Gamble Fire	9,895.28
CKFR	382,484.32
SKFR	456,661.98
Poulsbo Fire	159,175.93
BIFD	128,456.26

2025 Budget Overview

Alternative Scenarios

2025 Proposition 2 Budget Overview

Scenario Comparison

- Revenue Sources
 - Telephone Excise Taxes
 - 1/10th of 1% of Sales Tax
 - User Fees
 - Other Revenues
- Proposition 2
 - *WHEREAS, it is the Board's intent that these revenues will be used to fund the radio system replacement and thereafter to create a committed Capital Improvement/Equipment Replacement Reserve, and to fund such capital improvements, equipment replacement and operating costs as the Board may authorize.*

2025 Proposition 2 Budget Overview

Scenario Comparison

Scenario 2

- Combines all revenues and expenditures
 - Ensures the Radio Project is the first priority, before any other capital project
 - One budget with all proposed capital projects listed individually
 - Same amount of debt (approx. \$11M)
 - Simplified expenditure reporting
 - Same BOD approval on all budget items
- Separate budgets (Operations and Radio Project)
 - Only specific expenditures are budgeted using Proposition 2 revenues
 - All TSG wages and benefits
 - Recurring technology expenditures
 - Capital projects (e.g., CAD, SonicWall, Backup Center, Firewall cluster)
 - Same amount of debt (approx. \$11M)
 - Same BOD approval on all budget items

WHEREAS, it is the Board's intent that these revenues will be used to fund the radio system replacement and thereafter to create a committed Capital Improvement/Equipment Replacement Reserve, and to fund such capital improvements, equipment replacement and operating costs as the Board may authorize.

Projected Cash Flows

Proposition 2-Funded Projects

Projected Cash Flows													
Proposition 2													
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	Revenues												
2	Beginning Cash Balance	6,483,090	715,395	8,700,343	434,926	216,259	3,641,061	7,985,035	12,104,354	16,473,843	20,498,017	14,849,680	9,534,645
3	Proposition 2 Sales Tax Revenues	7,040,065	7,180,866	7,324,483	7,470,973	7,620,392	7,772,800	7,928,256	8,086,821	8,248,557	8,413,528	8,581,799	8,753,435
4	Debt Proceeds	-	11,000,000	-	-	-	-	-	-	-	-	-	-
5	Total Cash	13,523,155	18,896,261	16,024,826	7,905,899	7,836,651	11,413,861	15,913,291	20,191,175	24,722,400	28,911,545	23,431,479	18,288,080
6	Recurring Technology Expenditures												
19	Total Recurring Technology Expenditures	447,060	1,874,723	2,572,523	2,618,069	2,976,031	3,037,697	3,403,107	3,319,829	3,383,779	3,451,413	3,301,384	11,922,697
20	Capital Expenditures												
41	Total Capital Expenditures	12,360,700	8,321,195	13,017,377	5,071,570	1,219,559	391,130	405,831	397,503	840,604	10,610,452	10,595,450	2,721,581
42	Total Expenditures	12,807,760	10,195,918	15,589,900	7,689,640	4,195,590	3,428,826	3,808,937	3,717,332	4,224,383	14,061,865	13,896,834	14,644,278
43	Ending Cash Balance	715,395	8,700,343	434,926	216,259	3,641,061	7,985,035	12,104,354	16,473,843	20,498,017	14,849,680	9,534,645	3,643,802
44	Capital Improvement/Equipment Replacement Reserve	-	-	-	-	3,000,000	7,000,000	12,000,000	16,000,000	20,000,000	14,000,000	9,000,000	3,000,000

WHEREAS, it is the Board's intent that these revenues will be used to fund the radio system replacement and thereafter to create a committed Capital Improvement/Equipment Replacement Reserve, and to fund such capital improvements, equipment replacement and operating costs as the Board may authorize.

2025 Proposition 2 Budget Overview

Scenario Comparison

Kitsap 911 Public Authority				
2025 Draft Budget Scenarios				
		Draft 2025	Scenario 1	Scenario 2
Constitutional and Structural Budget Balancing				
	Beginning Fund Balance + Revenues	17,832,793	36,125,812	17,832,793
	Total Appropriation + Estimated Ending Fund Balance	17,832,793	36,125,812	17,832,793
	Constitutionally Balanced if Zero	-	-	-
	Operating Revenues	12,680,952	30,721,017	12,680,952
	Operating Expenditures	15,734,414	17,609,137	12,396,208
	Structurally Balanced, or (Over)/Under budget by:	(3,053,462)	13,111,881	284,744
Total Budgeted (Deficit)/Surplus				
	Operating Revenues	12,680,952	30,721,017	12,680,952
	Total Expenditures	17,066,971	29,644,455	12,717,765
	Total (Deficit)/Surplus	(4,386,019)	1,076,562	(36,813)

WHEREAS, it is the Board's intent that these revenues will be used to fund the radio system replacement and thereafter to create a committed Capital Improvement/Equipment Replacement Reserve, and to fund such capital improvements, equipment replacement and operating costs as the Board may authorize.

Passthrough Technology Expenses

Passthrough Technology Expenses

Annual MCT Costs - \$260 per MCT

- Automate
- Netmotion
- Asset Panda
- HeXagon - MPS
- KACE Imaging

Annual Fire MCT Costs \$1440 per MCT

- Asset Panda
- Cradlepoint Netcloud
- Verizon

Total Annual Costs \$427,962

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

ACCOUNTS PAYABLE

Check #'s: 6450-6462

As Of: 04/26/2024

Time: 16:02:46 Date: 04/23/2024


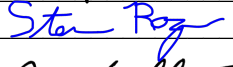


Page: 1

Accts Pay #	Received	Date Due	350	Vendor	Amount	Memo
7746	04/18/2024	04/26/2024	350	4IMPRINT, INC	3,943.05	2024-0322B - PEC Supplies
7747	04/16/2024	04/26/2024	172	CENTURYLINK	3,318.69	04.16.24-05.26.4
7748	04/22/2024	04/26/2024	324	CINTAS FIRE 636525	1,624.82	Annual Sprinkler inspection
7749	04/13/2024	04/26/2024	470	COMCAST	545.53	04.18.24-05.17.24
7750	04/12/2024	04/26/2024	198	FEDEX	19.64	April 12, 2024 Invoice
7763	04/23/2024	04/26/2024	240	JEFFERSON COUNTY PUD #1	191.96	03.08.24-04.09.24
7765	04/19/2024	04/26/2024	617	KEVIN BARRANS	4,368.00	2024-0328 - tree removal in microwave path
7752	04/16/2024	04/26/2024	224	NILSSON AUDIOLOGY	340.00	Audiogram for applicant testing April 2024
7753	04/15/2024	04/26/2024	225	OFFICE DEPOT	41.19	2024-0409D
7764	04/23/2024	04/26/2024	232	PENINSULA LIGHT CO.	84.08	03.15.24-04.15.24
7762	04/23/2024	04/26/2024	608	PEOPLEREADY INC	331.60	04.15.24-04.21.24 - general help for moving projects
7751	04/18/2024	04/26/2024	436	PRINTING SERVICES, INC	131.04	business cards - alvin, andrew, terese
7754	04/19/2024	04/26/2024	267	WCP SOLUTIONS	570.24	2024-0417A
Report Total:					15,509.84	

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

	04/25/2024
	04/25/2024
	04/23/24
	4-25-24

ACCOUNTS PAYABLE

Kitsap 911

warrant #'s: 6463-6478
As Of: 05/03/2024

Time: 07:55:49 Date: 05/01/2024
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7784	04/30/2024	05/03/2024	479 AT&T MOBILITY LLC	83.32	03.20.24-04.19.24
7771	04/26/2024	05/03/2024	201 GTP ACQUISITION PARTNERS I LLC	5,057.89	View Park Tower Rental
7780	04/29/2024	05/03/2024	549 HAVIS, INC	162.41	2024-0227 - SC2001 - Ant. Replacement
7777	04/29/2024	05/03/2024	576 HERMANSON COMPANY, LLP	1,033.20	2024-0415- Replace blower circuit board on unit 1
7772	04/26/2024	05/03/2024	217 LEGACY TELECOMMUNICATIONS	26,397.68	UPS Replacement K911-076
7773	04/29/2024	05/03/2024	218 LOWE'S BUSINESS ACCOUNT	634.32	April Statement
7774	01/16/2024	05/03/2024	519 NATIONAL TESTING NETWORK	750.00	CHECK#624 was canceled as never received - 01.01.24-01.01.25 Annual Renewal
7778	04/29/2024	05/03/2024	225 OFFICE DEPOT	79.08	2025-0426C
7775	04/24/2024	05/03/2024	231 PAUL KIRCHOFF	9,932.25	Background Investigations
7779	04/29/2024	05/03/2024	436 PRINTING SERVICES, INC	43.68	business cards - alexandra Boeddeker
7781	04/30/2024	05/03/2024	241 PUGET SOUND ENERGY	14,410.12	May 2024 Electrical Statement
7776	04/29/2024	05/03/2024	289 SOUTH KITSAP FIRE & RESCUE	1,446.24	March 2024 Tmobile Split
7782	04/30/2024	05/03/2024	249 SPOK, INC.	29.85	05.01.24-05.31.24
7785	04/30/2024	05/03/2024	311 T-MOBILE	10.65	93.21.24-04.20.24
7783	04/30/2024	05/03/2024	581 WELLSRING FAMILY SERVICES	2,311.92	EAP Services 04/2024-03/2025
7786	04/30/2024	05/03/2024	163 WM CORPORTATE SERVICES INC	724.86	04.01.24-04.30.24
Report Total:				63,107.47	

STATE OF WASHINGTON - COUNTY OF KITSAP

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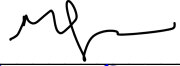
APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

	05/01/2024
<u>Stan Rog</u>	<u>05/01/2024</u>
<u>Rachelle Tate</u>	05/01/24
<u>Dusty Wilkey</u>	5-3-24

ACCOUNTS PAYABLE

warrant#'s: 6479-6501

As Of: 05/10/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7787	05/01/2024	05/10/2024	154 ABM JANITORIAL SERVICES	1,517.26	April 2024 Janitorial Services
7788	05/02/2024	05/10/2024	167 CDW GOVERNMENT	23.84	2024-0422 - ADO GOV ACRPRO - Alexandra Boeddeker
7789	05/06/2024	05/10/2024	483 CONNECTWISE	26,355.42	2024-0412 95/01/24-04/30/24
7790	05/06/2024	05/10/2024	180 COOPER FUEL	1,163.03	2024-0405A - View Park
7791	05/02/2024	05/10/2024	564 DOORDASH INC	384.00	April 2024 DashPass Subscription
7792	05/01/2024	05/10/2024	564 DOORDASH INC	695.00	April 2024 Expensed Meals
7797	05/01/2024	05/10/2024	579 EADIE KALTENBACHER	13,250.00	April 2024
7793	05/06/2024	05/10/2024	198 FEDEX	55.50	April 26, 2024 Invoice
7794	05/06/2024	05/10/2024	199 FERRELLGAS	141.44	Orchard Heights
7801	05/02/2024	05/10/2024	570 HIS HANDS MAINTENANCE	1,067.69	May 2024
7795	05/03/2024	05/10/2024	204 HOLADAY PARKS, INC.	642.10	HVAC Maintenance
7796	05/07/2024	05/10/2024	204 HOLADAY PARKS, INC.	3,647.28	October 2023 HVAC Maintenance
7798	05/03/2024	05/10/2024	210 KELLEY CREATE	733.92	05/15/24-06/14/24
7799	05/01/2024	05/10/2024	561 LUMEN, LEVEL3 COMMUNICATIONS LLC	1,370.98	05.01.24-05.31.24
7800	05/06/2024	05/10/2024	225 OFFICE DEPOT	73.76	2024-0501
7802	05/01/2024	05/10/2024	233 PENINSULA SERVICES	40.00	CD#109279
7803	05/07/2024	05/10/2024	608 PEOPLEREADY INC	930.33	04.29.24 - 05.05.24
7804	04/17/2024	05/10/2024	239 POWERDMS	11,229.75	Annual Subscription - 04/15/24-04/14/2025 & Power Engage 911 Setup
7805	05/02/2024	05/10/2024	462 RACOM CORPORATION	60,732.99	LINCOLN HILL INSTALLATION 40% ON THE DELIVERY AND INSTALLATION OF THE EQUIPMENT AT EACH SITE
7806	05/01/2024	05/10/2024	462 RACOM CORPORATION	70,505.74	MICROWAVE EXPANSION - 10% due upon delivery of Equipment to RACOM's facility
7807	05/01/2024	05/10/2024	462 RACOM CORPORATION	258,798.99	TO #1 - STAGE 1 RADIO SYSTEM - (10%) PAYMENT UPON COMPLETION OF EQUIPMENT DESIGN
7808	05/01/2024	05/10/2024	462 RACOM CORPORATION	446,518.42	TO #2 - STAGE 1A USER DEVICES - (25%) PAYMENT UPON ORDER OF EQUIPMENT (185 Radios)
7809	05/02/2024	05/10/2024	411135 RORIE, RYAN J	169.92	ACCIS conference 04/14-04/18
7810	05/06/2024	05/10/2024	584 RS AMERICAS, INC	490.84	2024-0426B
7811	05/01/2024	05/10/2024	245 SELECT ADVANTAGE	25.00	April 2024 Assessment services

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:22:06 Date: 05/07/2024

As Of: 05/10/2024

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7813	05/01/2024	05/10/2024	263 US BANK	19,886.69	04.25.24 Statement
7814	05/01/2024	05/10/2024	482 US BANK	2,888.71	Travel Card 1 - 04.25.2024
7815	05/01/2024	05/10/2024	482 US BANK	4,011.13	Travel Card #2 - 04/25/24 Statement
7816	05/01/2024	05/10/2024	482 US BANK	1,182.73	Travel Card #3 - 04/25/24
7812	05/01/2024	05/10/2024	596 WEX BANK	378.93	April 2024 Fuel Purchases
Report Total:				928,911.39	

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY

AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

	05/09/2024
Steve Poy	05/08/2024
Rachelle Tate	05/08/24
	5-17-24

ACCOUNTS PAYABLE

Kitsap 911

Warrant numbers 6502-6518
As Of: 05/17/2024

Time: 14:50:29 Date: 05/15/2024
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
7825	05/09/2024	05/17/2024	154	ABM JANITORIAL SERVICES	480.06 April 2024 Additional Days
7826	05/09/2024	05/17/2024	573	BAGWELL LAW PLLC	2,437.50 04.01.24-04.30.34
7831	05/13/2024	05/17/2024	411088	BENNETT, CHAD R	206.45 Bennett Travel 3/25/24 - 3/27/24
7827	05/04/2024	05/17/2024	322	CENTURYLINK, BUSINESS SERVICES	118.91 04.04.24 - 05.04.24
7832	05/04/2024	05/17/2024	188	DATEC INCORPORATED	4,602.79 2024-0411B(P)-POPD Reimbursable
7833	05/07/2024	05/17/2024	188	DATEC INCORPORATED	527.44 2024-0411B(P) - POPD Reimbursable
7828	05/09/2024	05/17/2024	191	DEPARTMENT OF NATURAL RESOURCES	55,937.79 Gold MT Tower 06/01/24-05/31/25
7835	05/13/2024	05/17/2024	198	FEDEX	48.75 April 19, 2024 Invoice
7836	05/13/2024	05/17/2024	198	FEDEX	36.00 May 10, 2024 Invoice
7834	05/08/2024	05/17/2024	599	FONEMED LLC	363.35 April 2024
7837	05/13/2024	05/17/2024	613	GREAT FLOORS COMMERCIAL	23,488.55 PO 2024-0221B
7842	05/14/2024	05/17/2024	222168	JAMESON-OWENS , MARIA K	186.06 Misc Travel & Labor Relations Conference in Yakima
7838	05/13/2024	05/17/2024	216	LANGUAGE LINE SERVICES, INC.	533.51 04.01.24 - 04.30.24
7829	05/09/2024	05/17/2024	476	MARK SIPES, HARBOR ENGRAVING	28.39 EOQ Plate Engraving
7830	05/07/2024	05/17/2024	519	NATIONAL TESTING NETWORK	230.00 April Voucher Usage
7839	05/13/2024	05/17/2024	261	PETEK & ASSOCIATES	1,925.00 Pre-employment Psychological Evaluations - April 2024
7840	05/13/2024	05/17/2024	273	TPSC	111,850.65 June TPSC Medical
7843	05/14/2024	05/17/2024	264	VERIZON WIRELESS	17,435.05 March 11 - April 10
7844	05/14/2024	05/17/2024	264	VERIZON WIRELESS	17,249.19 April 11 - May 10
7841	05/14/2024	05/17/2024	398727	WECKER , BRANDON S	94.40 Labor Relations Conference in Yakima 5/8/24 - 5/10/24
				Report Total:	237,779.84

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY

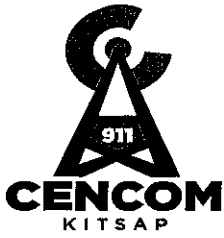
AUDITING OFFICER

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

EXECUTIVE COMMITTEE CHAIR

<i>Maria Jameson-Owens</i>	05/16/2024
<i>Sten Roz</i>	05/15/2024
<i>Alexandra Boeddeker</i>	05/15/2024
<i>Dusty W. Day</i>	5-17-24



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	<u>Kitsap County Public Works</u>
2. Purpose	<u>Radio Communications Facility Lease Agreement on Gold Mtn, Minard Road</u>
3. Contract Amount	<u>\$358,747.67</u> Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	<u>Jan 1, 2024 to Dec 31, 2034 with two add'l five year terms</u>
5. Contract Administrator	<u>Matthew Benson</u> Phone <u>360-337-4895</u>
Approved:	<u><i>Matthew Benson</i></u> Date <u>5-14-2024</u>
	<i>Executive Director</i>
B. ACCOUNTING INFORMATION	
1. Contract Control Number	<u>KC-175-24</u>
2. Fund Name	
3. Payment from-Revenue to CC/Account Nbr	<u>Revenue to Fund 89822</u>
C. RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date _____
Reviewer <u>WCIA</u>	
2. Comments: <u>Contract template reviewed prior.</u>	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date _____
Reviewer <u>Ken Bagwell</u>	
2. Comments: <u>Contract template reviewed prior.</u>	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.	
(For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair

Date _____



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor Kitsap 911

2. Purpose Radio Communications Facility Lease on Gold Mountain Located on Minard Road, Bremerton

3. Contract Amount \$358,747.67 Disburse Receive

4. Contract Term January 1st, 2024 – December 31st, 2024

5. Contract Administrator Matthew Benson Phone 360-337-4895

6. Contract Control No. KC-175-24

7. Fund Name ER&R

8. Grant Funded Yes No

9. Accounting Worktag / Revenue, Spend Category, or Grant 5001.5451.590100

Approved: Andrew B. Nelson, P.E. Date March 12, 2024
 Department Director/Elected Official

B. AUDITOR – Funding Review

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments: _____

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments: _____

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments: _____

E. HUMAN RESOURCES – Human Resources Director Review

Signature only required if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments: _____

F. INFORMATION SERVICES – Information Services Director Review

Signature only required if technology contract

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments: _____

G. PROSECUTING ATTORNEY

1. Approved as to Form Not Approved as to Form
 Reviewer Elizabeth Doran Date 03-28-2024

2. Comments: _____

Date Approved by Authorized Contract Signer: _____

Date _____

RETURN SIGNED ORIGINALS TO:

Rikki ScottMorgan @ MS- 26

KC-175-24 Kitsap 911 Gold Mountain Radio Site.pdf

KC-175-24 Gold Mountain Annual Payment Schedule.pdf

**Radio Communications Facility
Lease Agreement**

THIS LEASE ("Agreement") by and between Kitsap 911, a public authority of the State of Washington ("Lessor"), duly organized pursuant to RCW 35.21.730 through 35.21.759 and existing under the laws of the State of Washington and Kitsap County, a Washington Municipal Corporation and political subdivision organized and existing under the laws of the State of Washington, on behalf of its Public Works Department ("Lessee").

I. BACKGROUND

WHEREAS, Lessor is the owner of the Gold Mountain Radio Communications Facility ("the Premises"), located at 1686 Minard Road, Bremerton, Washington and whose interest in the Premises described on Exhibit A, attached hereto and incorporated by this reference, is that of owner, with the right to sublet; and

WHEREAS, the Premises is located on land leased to Lessor by Washington State Department of Natural Resources (the "DNR Property"), for the purposes of constructing an Emergency Radio Communications Facility pursuant to a Land Lease Agreement Number K911-036, executed on April 24, 2020 ("Land Lease") attached as Exhibit B, attached hereto and incorporated by this reference; and

WHEREAS, this Agreement is subordinate to the Lessor's Land Lease with the Department of Natural Resources ("DNR") and all provisions of the Land Lease are binding upon both parties; and

WHEREAS, the Lessor and Lessee desire to enter into this Agreement for a 10-year term, subject to the terms and conditions set forth herein; and

WHEREAS, Lessee desires to utilize certain portions of the Premises on the terms herein set forth, to install certain equipment ("Facilities"); and

WHEREAS, Lessee placed its Facilities in service on May 10, 2016, and has been receiving value from Lessor; and

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

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

II. DEFINITIONS

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

(a) "Facilities" means Lessee's entire installation, including Lessee's antennas and equipment installed at the Premises and all electrical and optical waveguide and copper cable communications connections serving same as more specifically described on Exhibit C (Site Plan & Equipment Summary) attached hereto and incorporated herein by this reference.

(b) "Interference" with a radio frequency operation activity means a condition which constitutes "Radio Interference" within the meaning of the Western Washington Cooperative Interference Committee ("WWCIC") Engineering Standard #6 Rev. C (02-97) for Radio Transmitting and Receiving Devices and FM Broadcasting more specifically described on Exhibit D, attached hereto and incorporated by this reference, as well as the rules and regulations of the Federal Communications Commission ("FCC").

(c) "Management" means Kitsap 911 or any successor entity designated by Lessor to be manager of the Premises.

(d) "Premises" means Lessor's Radio Communications Facility, fences, area(s) or enclosure(s) as more specifically described on Exhibit "B" and designated by Lessor for the housing of Lessee's equipment in common with Lessor and other tenants' equipment.

(e) "Property" means land owned by DNR and leased to Lessor for the purposes of constructing the Premises pursuant to Land Lease No. K911-036, executed on April 24, 2020.

(f) "Tenant" or "other Lessee" means any Lessee or broadcaster other than Lessee now or hereafter located on the Premises with the express permission and agreement of Lessor.

III. AGREEMENT

SECTION 1. COMMENCEMENT DATE, DURATION AND TERMINATION

The initial term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing on January 1, 2024 ("Commencement Date") and ending on December 31, 2034. Subject to the terms and conditions of the Land Lease, a renewal notice shall be sent by Lessor to Lessee 180 days prior to end of the Initial Term. Lessee shall have the option to renew for up to two (2) additional five (5) year terms ("Renewal Term") unless Lessee gives notice of intent not to renew at the end of the Initial Term or the then current term by giving Lessor written notice of the intent to terminate at least four (4) months prior to the end of the then current term, this Agreement shall automatically be renewed two (2) additional five (5) year terms (each a "Renewal Term").

Subject to notice terms and provisions herein, no Renewal Term shall commence until any defaults or defects in the Lessee's performance have been cured, or a plan describing the corrective actions and dates Lessee will complete cures has been approved by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary in this Agreement, Lessee will have the right to terminate this Agreement for convenience at Lessee's sole discretion any time upon at least 180 days written notice to Lessor.

If Lessor defaults and does not cure the default within thirty (30) days of notice of default from Lessee, the Lessee may terminate without additional notice to Lessor. This right of termination shall be in addition to all other rights and remedies available in law or equity.

SECTION 2. FEES

Annual fees consist of those items described as "Annual Fee – January 1, 2023 to December 31, 2023 in Exhibit E. Lessee Payments of Annual Fees shall be applied in the order of fee item numbered 1-6 as shown in Exhibit E, attached hereto and made a part hereof.

- (a) Washington DNR Pass-Through and Other Fees – Lessee shall pay Lessor the DNR fees indicated on Exhibit E for the period of January 1, 2024 to December 31, 2024.
- (b) Leasehold Excise Tax – Should a LET be imposed on this Lease or any interest therein, Lessee shall pay to Lessor the LET as set forth in RCW Chapter 82.29A, or as may be amended. However, Lessee may be assessed LET directly from the Washington State Department of Revenue ("DOR") in which case Lessee must submit to Lessor a written request, with supporting documentation from DOR to terminate or cease LET payment to Lessor.
- (c) Proration – Annual Fees and DNR Road Use Fees shall be prorated for any partial lease year during the term of this Lease.
- (d) Adjustment
 - (1) Annual Fee Adjustment – On January 1, 2025 and each January 1 thereafter, including renewal terms, the Annual Fee for each Item Numbered 1-6 as described in Exhibit E shall increase by three percent (3%).
 - (2) Road Use Fee Adjustment – DNR may adjust the DNR Pass-Through Road Use Fee. Lessee's adjusted DNR Pass Through Road Use Fee will be based on DNR's estimate of Lessee's use of the road system in relation to other

authorized users and estimated ordinary maintenance of the roadway.

Annual Fee is due on the Commencement Date and on each annual anniversary of the Commencement Date thereafter, in advance, payable to Lessor, partial years to be prorated. Lessee shall pay Annual Fee without invoice or other notice from Lessor. Notwithstanding the foregoing, the Annual Fee for the first year of this Agreement is due within thirty (30) days following the Commencement Date. Any payment received after the due date shall include a Late Payment Penalty of 2% of the Annual Fee for each day or part thereof past the due date.

Any changes, modifications or alterations to Lessee's Facilities must be approved in advance by Lessor, in writing, and may result in the imposition of additional fees, provided, however, such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything in this Agreement to the contrary, Lessee shall not be required to obtain approval from Lessor for like-kind or similar equipment or antenna changes, or for minor or routine repairs, alterations, or modifications to Lessee's Facilities unless they involve work upon or modification to the Premises in any way.

Lessee understands that Lessor leases the land upon which the Premises are located from DNR and Lessor's agreement with DNR includes fees, whether the equipment is the property of Lessor or Lessor's tenants. Lessee agrees to pay Lessor the fees charged to Lessor by DNR due to Lessee's Facilities on the Premises ("DNR Pass-Through Fees"), provided Lessee receives reasonable supporting documentation evidencing the same. For the avoidance of doubt, the DNR Pass-Through Fees also include the increase in the Road Use Fee that is charged to Lessor by DNR due to Lessee's Facilities at the Premises.

DNR reserves the right to adjust its fee for leases on its land and uses of its roads. As such, Lessor's rental rate and Road Use Fee to Lessee may be reviewed and adjusted periodically by mutual agreement in response to any DNR's revised fees and providing Lessee is provided with reasonable supporting documentation. If Lessee disagrees with DNR's revised fee, Lessee shall provide Lessor with expertise, evidence of market rates, and shall support Lessor in negotiations that may result from DNR's proposed fee adjustment(s).

SECTION 3. LEASE AND ACCESS

Lessor, for the Initial Term and Renewal Terms, if any, and subject to the terms and conditions of this Agreement, grants to Lessee, and Lessee hereby accepts, the non-exclusive right and lease to install and operate Lessee's Facilities upon the Premises.

At all times during the term of this Agreement, Lessee shall have the right to access its Facilities 24 hours per day 365 days per year. Lessor shall provide one set of keys to Lessee to access the Premises. Lessor will make a good faith effort to promptly provide new keys to

Lessee due to key changes by Lessor. Lessor reserves the right to deny access to the Premises to any service agencies or individual persons at the reasonable discretion of Lessor.

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

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

Lessor reserves the right to escort Lessee's authorized personnel at its discretion, at any time Lessee's authorized personnel access the Premises.

SECTION 4. TECHNICAL STANDARDS

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

- (a) Approve the location of all of Lessee's Facilities upon Lessor's tower, such approval shall not to be unreasonably withheld, conditioned, or delayed;
- (b) Approve the size, type, and quality of the Facilities, including all material and substantive repairs and electrical connections thereto;
- (c) Require Lessee, at Lessee's expense, to take all action necessary to eliminate objectionable interference that is caused directly by Lessee's Facilities to equipment that is existing on the tower prior to the Commencement Date of the Agreement;
- (d) Require Lessee to temporarily cease operation or reduce radio transmitter power as may be required to conduct tests, perform tower work, or make emergency repairs.

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

Lessee shall provide Lessor with the following information prior to the execution of this Agreement:

- A system diagram of Lessee's Facilities located at the Premises depicting duplexers, filters, cavities, isolators, and combiners; and
- A legible drawing detailing the antenna and equipment installation and all elevations and distances from ground and supporting structures.

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

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

Revisions to above information shall be provided by Lessee to Lessor not later than 5 business days prior to making any changes.

Except as otherwise provided in Section 2 above, Lessee shall not raise radio transmitter power, change antennas, change equipment, change frequency or in any other way modify their Facilities without the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 5. ELECTRICAL POWER

During the term of this Agreement, Lessor will provide Lessee with access to Lessor-owned on-site electric service connection for power supplied by a commercial utility company, Lessor's generator, and Lessor's direct-current battery power system to operate Lessee's Facilities installed hereunder at Lessee's sole expense.

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

SECTION 6. INSPECTION

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

Lessee acknowledges that Lessor's technical staff routinely inspect the Premises and may conduct inspections of Lessee's Facilities. If a problem with Lessee's Facilities is discovered, Lessor shall immediately notify Lessee of the problem. The parties may establish a mutual date to conduct a joint visit to the Premises to inspect the problem identified by Lessor's technical staff and to determine whether maintenance or repair is necessary to ensure the Premises is not damaged as a result of the identified problem. Any Lessee repairs to the Facilities shall be performed to Lessor's reasonable satisfaction.

SECTION 7. LAWFUL CONDUCT

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

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

SECTION 8. ASSIGNMENT

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

timely manner following any such transfer, merger, consolidation, purchase, or acquisition heretofore described.

It is agreed that Lessor may assign or transfer this Agreement without Lessee's consent and provide Lessee with notice of assignment or transfer of Lessor's interest in the Premises.

SECTION 9. SUBLET

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

SECTION 10. HARMFUL INTERFERENCE

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

Lessee agrees that Lessee's Facilities and hardware related thereto, and the installation, maintenance, operation, repair and / or removal thereof, will in no way damage the Premises' electrical, HVAC, generator or other systems, or materially and adversely interfere with the existing use by Lessor or any existing tenants of the Premises electrical, HVAC, generator, or other systems, or materially and adversely interfere with the existing operation of communications devices by Lessor or by pre-existing Tenants or other Lessees of the Lessor provided that the communications devices of such pre-existing Tenants or other Lessees of Lessor were installed prior to the installation of Lessee's Facilities. If such damage or interference should occur, Lessee shall suspend operation of its Facilities within seventy-two (72) hours after receipt of such written notice and promptly correct the damage or interference in question. Lessor reserves the right to disconnect power to any such Lessee's Facilities which Lessee fails to suspend or correct after proper notification and waiting period, or without notifying Lessee in the event Lessor reasonably determines an emergency situation exists related to an imminent risk of harm or injury to persons and Lessor shall have no liability to Lessee for such emergent disconnection. Lessor agrees to use best efforts to contact Lessee prior to disconnecting power to Lessee's Facilities.

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

effect at the time, and the standards of the WWCIC through the best efforts of all the involved parties.

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

SECTION 11. LIENS

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

SECTION 12. ADDITIONAL SPACE

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

SECTION 13. INSURANCE

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence Form CG 00 01 and shall cover premises and contractual liability. Lessor shall be included as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00.01.
3. Property insurance shall be written on an all risk basis. Lessee may self-insure this risk under the same terms as required by this Agreement.

D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

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

E. Other Insurance Provisions

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

F. Acceptability of Insurers

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

VII.

G. Verification of Coverage

Before work commences, the Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee. However, failure of Lessee to provide the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessee will make available to Lessor full insurance policies.

H. Waiver of Subrogation

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

I. Notice of Cancellation

Within two (2) business days of receipt by Lessee, the Lessee shall provide the Lessor with written notice of any policy cancellation or non-renewal of any required insurance that is not replaced.

J. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease 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 the Lessor on demand.

K. Lessor Full Availability of Lessee Limits

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

L. Self-Insurance

Notwithstanding the forgoing, Lessee may, in its sole discretion, self-insure any of the

required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligations under this Agreement to include Lessor, as an additional insured, the following conditions apply:

- i. Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and
- ii. Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and
- iii. Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

SECTION 14. TAXES

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

SECTION 15. RECONSTRUCTION

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

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

If Lessor fails to give any notice of election within ten (10) days of the occurrence of the damage, Lessee shall have the right to declare this Agreement, and all obligations hereunder, terminated. Lessee shall not be entitled to any compensation or damages from Lessor for loss

of the use of the whole or any part of the Premises leased herein, Lessee's Facilities or property, or any inconvenience occasioned by such damage, repair, reconstruction, or restoration.

SECTION 16. BREACH OR DEFAULT

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

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

SECTION 17. REMEDIES

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

- (1) Lessor shall have the right to cancel or terminate this Agreement by giving ninety (90) days written notice to Lessee.
- (2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any term, covenant or condition required hereunder to be performed by Lessee.
- (3) The remedies given to Lessor shall be cumulative, and the exercise of one right or remedy by Lessor shall not impair its right to exercise any other right or remedy.

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

SECTION 18. NOTICES

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

If to Lessor: Kitsap 911 – CENCOM
Attn: Executive Director
911 Carver Street
Bremerton, WA 98312-4300

If to Lessee: Kitsap County Public Works
Attn: Equipment Services Manager
614 Division Street MS26
Port Orchard, WA 98366

SECTION 19. SURRENDER

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

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

SECTION 20. INDEMNIFICATION / HOLD HARMLESS

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

SECTION 21. ATTORNEY FEES

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

SECTION 22. NON-WAIVER of BREACH

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

SECTION 23. OTHER DOCUMENTS

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

SECTION 24. HAZARDOUS MATERIALS

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

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

The term "hazardous substances" shall include (a) any chemical, material, element, compound, solution, mixture, substance, or other matter of any kind whatsoever which is a hazardous substance as defined in, or regulated by the Federal Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 et seq., as amended; the regulations promulgated from time to time hereunder; the wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101); the United States

Environmental Protection Agency Hazardous Substances (40 CFR Part 302), and amendment thereto; environmental laws and regulations administered by the Environmental Protection Agency or its delegates; similar laws and regulations with respect to the same subject matter enacted or promulgated by the federal, state, local or quasi-governmental organization or agency; (b) asbestos or materials containing asbestos, petroleum products, or such other substances, materials, and wastes that are or become regulated under law whether or not within subparagraph (a), and (c) any other substance which after release into the environment will or may be reasonably anticipated to cause sickness, death or disease.

SECTION 25. MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court. This Agreement replaces and supersedes all prior Agreements and understanding between the parties with respect to the subject matter herein.

(b) Except as otherwise provided in Section 2 above, no alterations, modifications or changes in this Agreement shall be valid unless made in writing and agreed to by both parties. Nothing in the execution and performance of this Agreement shall be deemed in any way to constitute the parties as joint ventures or partners with each other.

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

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

>>>SIGNATURES ON FOLLOWING PAGES<<<

Kitsap Public Works Site Name: Gold Mountain
Kitsap Public Works Agreement ID: KC-175-24

Kitsap 911 Site Name: Gold Mountain
Kitsap 911 Agreement ID: K911-054

Dated this 22 day of April, 2024,

Lessee
Board of County Commissioners
Kitsap County, Washington



Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this ____ day of _____, 2024 before me, a Notary Public in and for the State of Washington, personally appeared _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the Board of County Commissioners of Kitsap County to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of _____
Residing at _____
My appointment expires _____
Print Name _____

Not required. See page 17 for attestation.

Lessor
Kitsap 911



Maria K. Jameson-Owens, Executive Director

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 7th day of May, 2024, before me, a Notary Public in and for the State of Washington, personally appeared Maria K. Jameson-Owens, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of Kitsap 911 to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



Linda H. Benningfield
NOTARY PUBLIC in and for the State of
Washington
Residing at Silverdale, WA
My appointment expires 11-10-2025
Print Name Linda H. Benningfield

Kitsap Public Works Site Name: Gold Mountain
Kitsap Public Works Agreement ID: KC-175-24

Kitsap 911 Site Name: Gold Mountain
Kitsap 911 Agreement ID: K911-054

Exhibit A
Legal Description

Lessor's Property is located at 1686 Minard Road, situated in the City of Bremerton County of Kitsap State of Washington commonly described as follows:

Assessor's Parcel 272401-1-002-1004

A parcel of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 24 North, Range 1 West, W.M.

The Legal Description of the real property on which Lessor's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Kitsap County on October 3, 2019 under Auditor's File Number 201910030029.

Kitsap Public Works Site Name: Gold Mountain
Kitsap Public Works Agreement ID: KC-175-24

Kitsap 911 Site Name: Gold Mountain
Kitsap 911 Agreement ID: K911-054

Exhibit B
Communications Site Land Lease
Washington Department of Natural Resources
and Kitsap 911

>>>55 Pages Follow<<<



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

COMMUNICATION SITE LAND LEASE WITH UTILITIES

Agreement No. 52-A74460

Lessee Reference No. K911-036
Lessee Site Name: Gold Mountain

The STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the "State," grants to KITSAP 911, a public authority of the State of Washington (**Lessee**), duly organized pursuant to RCW 35.21.730 through 35.21.759 and existing under the laws of the State of Washington, on the last date (**Effective Date**, as defined in Section 1.06) signed by the Parties' (defined in Section 1.18, Party(ies)) authorized representatives, a Lease for a Communication Site with Utilities at Gold Mountain located in Kitsap County, Washington, hereinafter referred to as "Premises." The legal description of the Premises is attached as "Exhibit A" and shown on the Survey as defined in section 1.26.

RECITALS

Kitsap County – CENCOM (predecessor to Kitsap 911, the successor in interest) leased this site and owned all facilities in full. The lease between State and Kitsap County – CENCOM expired May 31, 2013.

Kitsap County – CENCOM, a Municipal Corporation, and political subdivision of the State of Washington entered into that Agreement on January 1, 2017 that transferred assets and liabilities to Kitsap 911, a public authority organized pursuant to RCW 35.21.730 and through 35.21.759.

SECTION 1 – DEFINITIONS

Throughout this Lease, terms with specialized or specific meaning are identified by capitalization and are often placed within parentheses following their definition. Terms may be defined either in this Section or in the text of this Lease where they are first used or are principally applied. Definitions in text may be in the form of express definitions or a contextual explanation or discussion of the concept embodied by the defined term. Unless otherwise stated or required by context, defined terms shall have the same meaning throughout this Lease. For the purpose of this Lease, the following definitions shall apply:

- 1.01 **“Agreement Number.”** State’s unique identification number assigned to this Lease, which is 52-A74460.
- 1.02 **“Anniversary Date.”** The date that Rent (defined in Section 5.01) is due, which is the first day of the month following the Effective Date and each annual anniversary thereafter during the term of this lease.
- 1.03 **“Commercial Entity(ies).”** A person or business that profits from the business of wireless communications. Governmental, not for profit, and non-profit entities, including but limited to first responders, search and rescue organizations and amateur radio operators, are not considered Commercial Entities.
- 1.04 **“Communication Site Area.”** That area labeled as “Communication Site Area” on the Survey.
- 1.05 **“Communication Site Facilities.”** Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Survey.
- 1.06 **“Effective Date.”** The date that the last Party’s authorized representative signs this Lease.
- 1.07 **“Electronic Interference.”** Harmful transmission of radio wave frequencies that disrupt Lessee’s transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (FCC).
- 1.08 **“Emergency.”** An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

- 1.09 "Equipment."** All electronic equipment placed on and within the Improvements located within the Lease Area, which electronic equipment may or may not be listed in the Rent Schedule (defined below). This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property, and shall at no time be deemed a fixture to the real property on which it is located.
- 1.10 "Government Approval."** All necessary federal, state, and local licenses, permits, and approvals.
- 1.11 "Hazardous Substance(s)."** Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.
- 1.12 "Improvements,"** consistent with RCW 79.02.010(9), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.
- 1.13 "Interference Notice."** Written notification by Lessee to State of Electronic Interference on the Communication Site Area potentially arising from DNR-managed lands; and written notification by State to Lessee regarding Electronic Interference on DNR-managed lands potentially arising from Communication Site Area.
- 1.14 "Lease Area."** That area described on the Survey inclusive of Communication Site Area, and Road Access Area.
- 1.15 "Lessee."** Party holding a possessory interest in real or personal property under this lease.
- 1.16 "Lessee-Owned Improvements."** Are Improvements authorized by State, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from State, a prior tenant or a Permittee.

- 1.17 **“Listed Equipment.”** Is defined as all electronic equipment included in State’s Communication Site Lease Rent Schedule (Rent Schedule) in effect at the time the Lease is negotiated.
- 1.18 **“Party(ies).”** State and Lessee may jointly be referred to herein as the “Parties” or individually, a “Party.”
- 1.19 **“Permittees.”** Lessee’s employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.
- 1.20 **“Personal Property.”** Items that can be removed from Lease Area and Improvements without (a) injury to Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.
- 1.21 **“Physical Interference.”** Natural or man-made objects that cause physical obstruction to Lessee’s use of Communication Site Area.
- 1.22 **“Radio Unit.”** A radio transmitter and/or receiver.
- 1.23 **“Rent Schedule.”** State’s annually published Communication Site Lease Rent Schedule, which is a statement of rental rates, determined by State based on fair market value.
- 1.24 **“Road Access Area.”** The Road Access Area is identified as “Site Access Road” on the Survey.
- 1.25 **“State Owned Improvements.”** Improvements made or owned by State as shown on the Survey.
- 1.26 **“Survey.”** The certain Record of Survey filed in Kitsap County on October 3, 2019 under Auditor’s File Number 201910030029.
- 1.27 **“Termination Date.”** The date this Lease expires, is cancelled, or terminated.
- 1.28 **“Unlisted Equipment.”** Any electronic equipment placed on Lease Area that is not included in the Rent Schedule.
- 1.29 **“Unauthorized Improvements.”** Improvements made on Lease Area without State’s prior consent or Improvements made by Lessee that do not conform to the Survey.
- 1.30 **“Work.”** Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 – CONVEYANCES

2.01 Conveyances.

- (1) Communication Site Area. State hereby grants to Lessee a leasehold interest in the "Communication Site Area" as shown on the Survey.
- (2) Road Access Area. State hereby grants to Lessee a non-exclusive right to use the Road Access Area as follows:
 - a. **Access Across State Lands**. Lessee is hereby granted the nonexclusive right to use that existing road over and across portions of Sections 21, 22, 27, 28, 32 and 33, Township 24 North, Range 1 West, W.M. and Section 4, Township 23 North, Range 1 West, W.M., at such locations shown on the Survey and as shown approximately on Exhibit C.
 - b. **Access Across Non-State Lands**. Access to the Communications Site Area includes use of existing roads across lands owned by third parties as shown approximately on Exhibit C-1. Lessee is authorized to use and agrees to comply with all the terms and conditions of the following easement(s) or agreement(s), copies of which are available upon request:
 - That easement dated September 10, 1965 between Pope and Talbot, Inc. and State of Washington, acting by and through the Department of Natural Resources, granting access across SE1/4 SE1/4 of Section 21; S1/2 SW1/4 of Section 22; N1/2 NE1/4, SW1/4 NE1/4, SE1/4 NW1/4, NE ¼ SW1/4, W1/2 SE1/4 of Section 28; N1/2 NE1/4 SE1/4 NE1/4 of Section 33, Township 24 North, Range 1 West, W.M. filed for record in Kitsap County under Auditor's File No. 858878 and with the Department of Natural Resources in Olympia, Washington under file number 55-000495
 - That easement dated March 22, 1972 between City of Bremerton and State of Washington, acting by and through the Department of Natural Resources, granting access across SW1/4 SE1/4, SE1/4 Section 22; NW1/4 NE1/4, NE1/4 Section 27, Township 24 North, Range 1 West, W.M. filed for record in Kitsap County under Auditor's File No. 1018809 and with the Department of Natural Resources in Olympia, Washington under file number 55-000496.
 - That easement dated October 31, 1967 between West Tacoma Newsprint Co. and State of Washington, acting by and through the Department of Natural Resources, granting access across NW1/4 NW1/4, Section 27, Township 24 North, Range 1 West, W.M. filed for record in Kitsap County under Auditor's File No. 923943 and with the Department of Natural Resources in Olympia, Washington under file number 55-000497.

- That easement dated April 1, 1975 and amended October 23, 2006, between Pope Resources and State of Washington, acting by and through the Department of Natural Resources, granting access across E1/2 NW1/4, W1/2 NW1/4 Section 28; SE1/4 SE1/4, NE1/4 Section 32; NE1/4, SE1/4, SW1/4 Section 33, Township 24 North, Range 1 West W.M. filed for record in Kitsap County under Auditor's File No. 1098149 and with the Department of Natural Resources in Olympia, Washington under file number 55-000786.

2.02 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached hereto as Exhibit G, with Kitsap County. Lessee shall provide State with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, State may record it and Lessee shall reimburse the costs of recording within sixty (60) days of State's demand.

2.03 Reservations by State.

- (1) State reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) State and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, State shall provide Lessee with at least ten (10) business days' prior written notice prior to inspecting the Lease Area to enable Lessee to arrange to accompany State. This clause shall not be construed to impose a duty to inspect.

2.04 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.05 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Kitsap County and on file with the Department of Natural Resources in Olympia, Washington, as reported to Lessee by State in State's records search results, as of the date of the records search requested by Lessee. Notwithstanding anything in this Lease to the contrary, State represents and warrants that State has provided Lessee an accurate and complete list of all valid interests of third parties on file with the Department of Natural Resources in Olympia, Washington, and State acknowledges that such information was relied upon by Lessee to create the Survey.

2.06 Public Use. State is not responsible for public use that may impact Lease Area.

2.07 Lessee Warranties. Lessee warrants that the Survey is a true and accurate description of Lease Area and Improvements. State reserves the right to retroactively adjust rent if at any time during the term of the Lease State discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.08 Inspection. Except as otherwise provided in this Lease, State makes no representation regarding the condition of Lease Area, Improvements located on Lease Area, the suitability of Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts Lease Area "AS IS."

2.09 State Warranties. State makes no warranty of quiet enjoyment of Lease Area. State makes the following representations and warranties:

- (1) State owns State Land in fee simple;
- (2) State has the authority to lease the Lease Area to Lessee for the uses described in this Lease;
- (3) State's execution and performance of this Lease does not violate any laws, covenants, or the provisions of any agreement, contract, or transaction binding on State and;
- (4) Each and every person signing this Lease on behalf of State is authorized to do so.

SECTION 3 – PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as shown on the Survey.

3.02 Utilities. Lessee shall be permitted to use the Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power, as identified in the Survey.

3.03 Road Access. Lessee shall be permitted to use the Road Access for access to and from the Communication Site Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease. Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(16), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power within the Lease Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the State Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

SECTION 4 – TERM

4.01 Term. The term of this Lease is twenty (20) years. Beginning on the Effective Date, unless adjusted under the terms of this Lease, until the Termination Date. Except as the necessary to comply with the terms of Sections 4.06, Condition at End of Term, and 4.07, End of Term. Use of the Road Access Area shall terminate upon expiration or termination of the Lease.

4.02 Lease Extension. State may extend this Lease for a period not exceeding one (1) year after the Termination Date. Upon expiration of the one (1) year extension period, State may issue a temporary permit that shall not extend beyond a five (5) year period.

4.03 Failure to Vacate. If State notifies Lessee to vacate Lease Area and Lessee fails to do so within the time set forth in the notice, Lessee will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable law.

- 4.04 Late Possession.** If, for any reason whatsoever, State cannot deliver possession of Lease Area to Lessee on the Effective Date, this Lease will not be void or voidable, nor will State be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the date of delivery of possession will be the Effective Date for all purposes, including the payment of Rent. The parties shall acknowledge in writing the Effective Date.
- 4.05 Lessee's Right to Terminate Agreement.** Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days' advance written notice to State, which notice shall be given by way of "Surrender of Leasehold," provided Lessee has no outstanding Rent or other charges due to State, and has removed all Equipment and Improvements required to be removed under this Lease from Lease Area in accordance with the terms of Section 4.07, End of Term.
- 4.06 Condition at End of Term.** At Termination, Lessee shall surrender Lease Area to State in the same or better condition as on the Effective Date, reasonable wear and damage from casualty or natural disaster excepted. State may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination.
- 4.07 End of Term.** Disposition of Equipment and Lessee-owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.
- (1) By the Termination Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.
 - (2) For any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area after the Termination Date, State shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as State sees fit, in accordance with all applicable laws.
 - (3) If State chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse State for the reasonable direct costs State incurs therefor; provided State completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.
 - (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Lease Extensions, or if Lessee re-leases the Lease Area under a new lease with the State.

- (5) Notwithstanding anything to the contrary contained in this Lease, State hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than twenty-four inches (24") below surface-level; provided that such Improvements are left in a condition that is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.08 Disposition of Unauthorized Improvements. Prior to termination, State and Lessee shall verify all Improvements located within the Lease Area. If any Unauthorized Improvements were made by or at the direction of the Lessee or Permittees, Lessee shall pay the full rental value of such Unauthorized Improvements that remain, based upon their installation date to the Termination Date.

4.09 Disposition of Personal Property.

- (1) Lessee retains ownership of Personal Property, unless Lessee and State agree otherwise in writing.
- (2) Lessee shall remove Personal Property from Lease Area by the Termination Date. State may sell or dispose of all Personal Property left on Lease Area after the Termination Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is composed of Rent for Communication Site Area, Equipment, Road Use Fee, Leasehold Excise Tax and assessments. Payments made hereunder will be applied in the order of interest, Rent and Road Use Fee charges, and then to Leasehold Excise Tax, if applicable.

- (1) Rent. Lessee shall pay State annual Rent of FORTY TWO THOUSAND AND 00/100 DOLLARS (\$42,000.00) for use of Lease Area for the period of June 1, 2020 to May 31, 2021 and FORTY TWO THOUSAND AND 00/100 DOLLARS (\$42,000.00) annually on the anniversary of the Commencement Date thereafter for the remaining term of this Lease, subject to adjustment as set forth in Section 5.01(7).
- (2) Road Use Fee. Lessee shall pay a required Road Use Fee of ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00) for the period of June 1, 2020 to May 31, 2021 and ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00) annually on the anniversary of the Commencement Date thereafter for the remaining term of this Lease, subject to adjustment as set forth in Section 5.01(7).

- (3) Initial Payment. Kitsap 911 agrees to make payment to the State all Rent in arrears from June 1, 2013 to date of execution of this lease, without penalty or interest. Rent calculation shall be that amount invoiced for June 1, 2013 to May 31, 2020 plus 3% escalation per year. The Initial Payment, as described in Exhibit E is due with Lessee's execution of Lease.
- (4) Leasehold Excise Tax. Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay to State the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be incorporated into Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to State a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing.
- (5) Proration. Rent for any partial lease year during the term of this Lease shall be prorated.
- (6) Refunds. State shall not refund any monies paid in rent between the last Anniversary Date and Termination Date.
- (7) Adjustment.
- (a) Rent Adjustment. On each Anniversary Date and on each anniversary thereafter, the Rent will increase by three percent (3%).
- (b) Access Road Use Fee Adjustment. State may adjust the Road Use Fee annually on the Anniversary Date. Lessee's adjusted annual Road Use Fee will be based on State's estimate of Lessee's use of the road system in relation to other authorized users and estimated ordinary maintenance of the roadway and not to exceed three percent (3%) annually.
- (8) Change in Occupancy. Except as otherwise provided in this Lease, State will increase Lessee's annual Rent by ONE THOUSAND and No/100 Dollars (\$1,000.00) when Lessee enters into a sublease, use or occupancy agreement with a third party for its use of the Communication Site Area ("**Additional Occupancy Fee**"). In addition, State will adjust the Road Use Fee by THREE HUNDRED and No/100 DOLLARS (\$300.00) per additional sublease, occupancy and/or use agreement for the Lease Area based on State's reasonable estimate of such additional occupant's proposed use of the Lease Area in relation to other authorized users and estimated ordinary maintenance of the roadway. Such Additional Occupancy Fee and adjusted Additional Road Use Fee shall commence upon the date the additional occupant's use of the Lease Area commences, as evidenced in a written sublease, or occupancy or use agreement, with Lessee, and shall terminate on the date of expiration or earlier termination of

such sublease, or occupancy or use agreement, all partial lease years to be prorated.

State shall notify Lessee of the Additional Occupancy Fee and adjusted Road Use Fee in writing within thirty (30) days of receipt of written notice from Lessee of an anticipated or existing change in occupancy. Such payment shall be due to State within thirty (30) days after the later of the full execution of the sublease, or occupancy or use agreement, or Lessee's receipt of State's notice of the Additional Occupancy Fee and adjusted Road Use Fee. Any reduction in the Additional Occupancy Fee and Road Use Fee due to the termination of an occupancy shall be refunded by State to Lessee within thirty (30) days of receipt of written notice thereof.

If Lessee fails to notify State of an additional occupant of the Lease Area within one (1) year of full execution of a sublease, occupancy or use agreement with a Permittee for their use, State shall have the right to charge Lessee a fine equal to twelve percent (12%) of the Additional Occupancy Fee and Additional Road Use Fee in effect on the date the sublease or agreement was fully executed, which fine shall be due and payable within thirty (30) days of Lessee's receipt of written notice thereof.

Notwithstanding anything in this Lease to the contrary, (i) the Rent, including but not limited to the Additional Occupancy Fee and Additional Road Use Fee, set forth in Exhibit E, includes use of the Lease Area by all existing and anticipated Permittees' listed in Section 10.01(4) herein below; (ii) State's consent to a sublease or agreement in accordance with Section 10.01 constitutes sufficient notice to State of an additional occupancy as required herein.

5.02 Rent Revaluation. Tenth-Year and Subsequent Revaluations. At the end of the first (10) year period and at the end of any subsequent five (5) year period, State shall revalue the Rent (Adjustment Date). State shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

- (1) **Rent Schedule.** State shall revalue the Rent based on the Rent Schedule in effect at the time of the Adjustment Date.
- (2) **Independent Appraisal.** If Lessee does not agree with State's revaluation, Lessee may submit to State an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for State's consideration. Lessee must submit such appraisals to State within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or State's determination of market rent is final with no right of appeal with rent due as set forth in State's initial notice. If Lessee timely submits an appraisal, State shall notify Lessee in writing whether State accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted

rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.

- (3) Parties may agree to a continuation of three percent (3%) per year, as provided in Annual Rent Adjustment.
- (4) Road Use Fee. State will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.
- (5) Failure on the part of State to establish a new annual Rent by the Adjustment Date shall not preclude State from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date.

5.03 Non-Rent Payments.

- (1) Taxes. Lessee shall pay all real and personal taxes imposed on Communication Site Area (excluding the Road Access Area) that result from any changes or Improvements Lessee makes to the Lease Area during the term of this Lease. Lessee reserves the right to challenge any such bill or assessment with the appropriate taxing authority.
- (2) Assessments. Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area). State will send a written notice with a detailed explanation of any assessments pertaining to Lease Area to Lessee. Lessee shall pay the assessment within thirty (30) days of receipt of written notice from State.
- (3) Removal of Valuable Materials. Prior to any removal of State trees or vegetation, including those causing Physical Interference, Lessee shall notify State in writing and obtain State's approval, not to be unreasonably withheld, delayed, or conditioned. State's approval may be reasonably conditioned on Lessee's payment for the market value of any valuable materials removed, compliance with State's regulatory requirements, and, as appropriate, Lessee's repair of any damages such removal causes.
- (4) Electrical Power and Other Utilities. Lessee shall provide for the provision of all electrical power, telephone, or any other necessary utilities to, at, and for Lessee's use of the Communication Site Area. Lessee shall pay for all electric power and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.
- (5) Debt to State. If State must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations

shall be considered a debt to State. Lessee shall pay within sixty (60) days of demand by State.

- (6) Utility Locates. Lessee shall reimburse State for State's direct costs incurred to locate Lessee-owned Improvements within the Communications Site Area, which locates are necessary prior to State's start of any grading and below-grade work to be conducted within the Road Access Area. State will provide Lessee a written invoice with a detailed explanation of all such direct costs State incurred for such utility locate services. Lessee shall reimburse State the amount set forth in the invoice within thirty (30) days of receipt of such written invoice from State.

- 5.04 Place of Payment.** All payments shall be made payable to Washington State Financial Management Division, accompanied by a reference to the Agreement Number and paid to State's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with State, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.
- 5.05 Non-Waiver.** Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.
- 5.06 Failure to Pay.** Failure to pay any monies due under this Lease constitutes a material breach. State may seek all remedies available. If Lessee fails to pay amounts due under this Lease, State may pay the amount due and recover its cost in accordance with this Lease.
- 5.07 Late Charge.** If State does not receive full Rent payment within ten (10) business days of the date due, Lessee shall pay to State a one-time late charge equal to Two Hundred Fifty and 00/Dollars (\$250.00), to defray the overhead expenses of State incident to the delay. This amount may be increased by three percent (3%) on the Anniversary Date to reflect increased overhead costs.
- 5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.** If Lessee fails to pay any monies due under this Lease within ten (10) business days of Lessee's receipt of written notice that such amount is past due, or if past-due Rent is not paid within ten (10) business days of date due, then, in addition to the one-time late charge provided for in Section 5.07, Late Charge, Lessee shall pay State interest on such past-due amount as follows:
- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(2) If State pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse State for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to reimburse State timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in Section 5.08(1), Interest Penalty for Past-Due Rent and Other Sums Owed.

5.09 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. State may accept payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Except as otherwise provided for in this Lease, Lessee shall pay Rent and all other sums without State providing prior notice or demand. Except as otherwise provided for in this Lease, Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee shall obtain prior written approval from State for any Improvements that will be added to Communication Site Area sixty (60) days prior to installation. State requires the Construction Drawings and all other materials for use in State's review of the proposal. Such approval shall not be unreasonably withheld, conditioned or delayed.

6.02 Existing Equipment. Upon request by State all existing equipment specifications on Lease Area must be submitted to State.

6.03 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.04 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.05 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about Lease Area, or any part thereof, during the term of this Lease, except for State's road and gate maintenance requirements set out in Section 8, Access Roads and Road Maintenance.

6.06 Plan of Operations. Except in the case of Emergency, thirty (30) days prior to any Work by Lessee, Lessee shall meet with State to develop a written Plan of Operations (Plan of Operations). Noncompliance with these requirements shall constitute a breach of this Lease and may result in State suspending operations until the breach is remedied.

Lessee shall conduct all Work pursuant to a Plan of Operations approved in advance by State, which consent shall not be unreasonably withheld. Any change in approved operations shall require a change in the Plan of Operations and must be approved in advance by State.

The Plan of Operations shall be consistent with and not interfere with rights of third parties affecting Lease Area, which arose prior to this Lease and must comply with all applicable federal, state, county, and other local regulations. The Plan of Operations shall address any activity deemed relevant by State, which shall be at State's sole discretion,

State may deny consent or impose additional conditions reasonably intended to protect and preserve Lease Area, including if Work is for removal of Improvements at the end of the Term.

6.07 Work.

- (1) All Work must comply with the terms set out in the approved Plan of Operations.
- (2) Modifications to Work may result in State, at its sole discretion, requiring an updated Survey and Site Plan.
- (3) At the Termination Date, State may waive removal of some or all Lessee-owned Improvements in accordance with Section 4.07, End of Term.
- (4) Prior to Work, Lessee will employ a utility locator service, at no cost to State, to check Communication Site Area for buried utilities.
- (5) Before completing Work, Lessee shall remove all debris and restore Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.

- (6) All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain State's consent prior to commencing such necessary Work, but shall give State notice thereof as soon as is reasonably possible thereafter.
- (7) **Electrical Power.** Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to State's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (8) State may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the term of this Lease.

6.08 Minor Modifications Authorized. Lessee may make minor modifications or alterations to Lease Area and Lessee-owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. State acknowledges that Lessee need not obtain State's consent before making minor modifications to the Lease Area and Lessee-owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Lease Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. State agrees to complete State's portion of the Government Approvals.

6.10 Third-Party Use. Upon State's request, Lessee shall allow third parties to access utility service to install new and maintain existing service; Provided that Lessee may reasonably condition such consent.

6.11 Emergency Action.

- (1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near Lease Area, Lessee shall immediately report such fire to emergency response authorities by **calling 911 and to State, by calling 800-562-6010** and shall make its on-site equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.

- (2) **Non-Fire Emergencies.** In the event of an Emergency, other than fire that Lessee has actual knowledge of, Lessee may take reasonable corrective action without prior notice to State. Lessee shall notify State by calling 800-562-6010 the same business day for such non-fire Emergencies occurring on a business day, and the next available business day for non-fire Emergencies occurring after hours, weekends, and holidays. Lessee shall notify the **South Puget Sound Region Office by calling 360-825-1631** within five (5) business days after the Emergency occurs of any corrective action taken by Lessee.

SECTION 7 – INTERFERENCE

- 7.01 Lessee Electronic Interference.** Lessee warrants that its use of Communication Site Area now and in the future will not cause Electronic Interference with existing radio frequency users as indicated by the FCC as of the Effective Date of this Lease for State's lessees and licensees within one (1) mile of Communication Site Area, as long as such existing radio frequency users operate in accordance with all applicable laws, licenses, and manufacturers' specifications. Upon receipt of an Interference Notice from State, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify State within twenty-four (24) hours of resolving Electronic Interference.

- 7.02 State's Electronic Interference.** State will provide no Electronic Interference protection during the term of this Lease, except to the limited extent described below.

- (1) Upon ninety (90) days' written notice by Lessee, State shall provide Lessee with the available technical data sheets from active State leases within a one (1) mile radius of Communication Site Area in accordance with state public disclosure laws.
- (2) State shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the term of this Lease.
- (3) Within six (6) business days of receipt of an Interference Notice from Lessee regarding Electronic Interference, State shall convene and facilitate a meeting of State's communication site lessees with leases who are located within one (1) mile of Communication Site Area. State does not warrant that all lessees will attend or that the Electronic Interference will be resolved. Any conflicts shall be resolved in favor of the operator who first installed its equipment on State Land.

7.03 State's Physical Interference. State is not responsible for Physical Interference on State Land.

7.04 Cooperation. Upon receipt of an Interference Notice by the other Party, State and Lessee shall reasonably cooperate to resolve Physical Interference and Electronic Interference.

SECTION 8 – ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused exclusively through the operations of Lessee, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify State **by calling 360-825-1631** within five (5) business days of any damage to the Road Access Area caused by Lessee. Within ten (10) business days of Lessee's receipt of notification by State of Lessee-caused damage to the Road Access Area, Lessee shall provide State with a plan for the repairs.

8.02 Road Maintenance and Repair.

- (1) State shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by State; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) without Lessee's prior written consent (Max Fee).
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, State reserves the right to not repair the road, and in such case State shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

8.03 Maintenance and Repair. Lessee shall be responsible for maintenance and repair of all Lessee-owned Improvements located within the Communication Site Area. In the event any Lessee-owned Improvements are damaged by State's employees, agents or contractors, through no fault of Lessee, State shall reimburse Lessee for Lessee's reasonable direct costs incurred to repair such damage within thirty (30) days of receipt of a written invoice therefor from Lessee.

SECTION 9 – SPECIAL REQUIREMENTS

- 9.01 Fire.** Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse State for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

- (1) Prohibited Activities. Lessee shall not keep on or about Lease Area any Hazardous Substance unless both of the following applies:
 - (a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and
 - (b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.
- (2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining Lease Area. Responsibility includes, but is not limited to the following:
 - (a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.
 - (b) Follow emergency response agency notifications and notify State of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.

- (c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and State Land, in coordination with regulatory agencies and State.
 - (d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.
- (3) Lessee shall immediately notify State of any of the following:
- (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
 - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (d) On request, Lessee shall provide copies to State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Lessee's Indemnity. Lessee shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend (with counsel acceptable to State, which consent shall not be unreasonably withheld), and save harmless State and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs arising from Lessee's or Permittees' use, disposal, transportation, generation, and/or sale of Hazardous Substances and for any breach of this Section, except to the extent (i) there was a pre-existing condition and contamination on Lease Area and Temporary Use Area and/or State-owned Improvements, or (ii) caused by (1) State, its employees, officers or agents, (2) another State tenant, its employees or agents, or (3) a third party. Notwithstanding any other provision of this Lease

to the contrary, Lessee shall not be liable for any claims, damages, costs, fees, or penalties arising out of any contamination that may exist on Lease Area, and State-owned Improvements prior to Lessee's use or occupancy thereof pursuant to this Lease.

- (5) State agrees that they will not, and will not permit any third party, to place, dispose of, or store any Hazardous Substance on State Land in violation of applicable laws.

9.03 Weed Control. Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by State prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. TE812521-1 as supplemented by Permit No. 1168 (Incidental Take Permit No. TE812521-1 and Permit No. 1168 shall be collectively referred to as **ITP**). As long as the Habitat Conservation Plan remains in effect, Lessee and Permittees shall comply with the terms and conditions set forth in Exhibit F while operating on Lease Area

9.05 Snow Plowing. Except in the event of an Emergency, snow plowing shall be permitted only upon State's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. In the event of an Emergency, Lessee need not obtain State's prior consent, but shall provide State notice by calling **South Puget Sound Region at 800-562-6010** and e-mailing State within two business days after the Emergency has ended at southpuget.region@dnr.wa.gov.

SECTION 10 – ASSIGNMENT AND SUBLEASING

10.01 Subletting.

- (1) Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion and without State's consent, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area, including but not limited to sharing access rights granted under this Lease with Permittees, subject to the terms of this Lease.
- (2) Notwithstanding anything in this Lease to the contrary, Lessee shall not sublet, or otherwise enter into occupancy or use arrangements for use of the Lease Area with Commercial Entities.

- (3) Notwithstanding anything to the contrary contained in this Lease, State hereby releases and holds harmless Lessee from any and all liability arising from the activities of federal entities and federal entities' employees, agents and contractors, including but not limited to their failure to comply with the terms of this Lease or their acts or omissions that cause a default or an Event of Default (defined in Section 14.02) by Lessee under this Lease. Except as stated herein, Lessee shall not be released from any other liability arising out of Lessee's and its Permittees' obligations to comply with the terms and conditions of this Lease.
- (4) In accordance with the terms of Section 10.01(1) herein above, State hereby consents to Lessee's sublease, occupancy and/or use agreements for the Lease Area to the following existing and anticipated Permittees:
- Kitsap County
 - Pierce County 911
 - United States Coast Guard
 - United States Department of State
 - United States Navy

10.02 No Assignment Without Consent. Except as expressly provided below, Lessee shall not hypothecate, mortgage, assign, transfer, or otherwise alienate this Lease (collectively assign or assignment), or any interest therein, with the exception of subleases and arrangements with other Authorized Users, without the prior written consent of State, which consent shall be at the sole discretion of State, except as provided in this Lease.

10.03 Assignment to Related Entity. Assignment to a related entity will be subject to State's reasonable approval. In granting any such consent under this Section, State shall be entitled to consider, among other factors, the proposed assignee's, or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, or transferee as a Lessee.

10.04 No Waiver of Right to Consent. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment, and State's consent shall be evidenced only in writing.

10.05 Name Change. If Lessee changes its name, Lessee shall provide State with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 – INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Effective Date of this Lease, Lessee shall indemnify, defend (with counsel acceptable to State), and hold harmless State, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of (i) the willful or sole negligent acts or omissions of State or State's elected officials, employees, or agents, or (ii) the proportionate share of any concurrent negligence of State or State's elected officials, employees, or agents. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

11.02 Insurance.

- (1) Required. Lessee shall, at all times during the term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at State's option. Lessee shall include all Permittees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Permittee. Lessee shall make sure that all Permittees comply fully with all insurance requirements stated herein.
- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception shall be reviewed and approved by the Department of Natural Resources' Risk Manager, or the Risk Manager for the State of Washington, before the Effective Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.
- (3) Notice of Cancellation. State shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the following specifications.

- (a) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give State forty-five (45) days' advance notice of cancellation or nonrenewal. If cancellation is due to nonpayment of premium, Lessee shall give State ten (10) business days' advance notice of cancellation.
- (b) Insurers subject to 48.15 RCW (Surplus Lines): Lessee shall give State twenty (20) days' advance notice of cancellation. If cancellation is due to nonpayment of premium, State shall be given ten (10) business days' advance notice of cancellation.
- (4) Certificate of Insurance. Before beginning operation, Lessee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. State will have a right to review copies of the insurance policies at a mutually convenient location upon advance written notice to Lessee. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the Agreement Number.

11.03 Insurance Types and Limits. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
- (2) Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Lessee waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.
- (5) Builder's Risk Insurance:
- (a) During the period construction is in progress and until completion of the project and acceptance by State, Lessee shall buy and maintain, or shall cause its contractors to buy and maintain, in force builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured State of Washington, Department of Natural Resources, Lessee, and all subcontractors and sub-subcontractors in the Work.
 - (b) Insurance required in Subsection 11.02 (5) (a) above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.
 - (c) Insurance required in subsection 11.02 (5) (a) above shall cover the entire Work at Lease Area, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from Lease Area but intended for use at Lease Area, and shall also cover portions of the Work in transit.
 - (d) The policy shall include as insured property scaffolding, false work, and temporary buildings located at Lease Area. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (e) Any deductible applicable to the insurance bought in compliance with Subsection 11.02 (5) (a) above shall be identified in the contract documents, and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of Lessee or its contractor(s), as applicable. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, such loss will be paid by Lessee or its contractor(s), as applicable.

(6) Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
 - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area as well as for all treatment, storage, and disposal facilities, including transportation to such facilities, and
 - (ii) at least \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:
 - (i) The pollution legal liability insurance policy must cover Hazardous Substance removal.
 - (ii) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (iii) Coverage must be continuously maintained with the same insurance carrier through the end of the Lease.

11.04 Additional Provisions.

- (1) Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.
- (2) Self-Insurance: In lieu of the coverage required under this Section 11, State shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of State, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance

requirement, Lessee shall immediately purchase insurance as set forth under this Section. The State shall accept that Lessee's membership in Washington Cities Insurance Authority, a self-insured municipal risk pool, satisfies the liability, auto and property insurance coverage requirements.

- (3) Waiver: Lessee waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Lease.

SECTION 12 – DAMAGE OR DESTRUCTION

12.01 Force Majeure. State's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of State or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

- (1) Notice to State. In the event of damage to or destruction of Lease Area or Improvements located within Lease Area, Lessee shall give written notice to State within fourteen (14) business days. State does not have actual knowledge of the damage or destruction without Lessee's written notice.
- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee, Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 State's Claim. State does not waive any claims for damage or destruction of Lease Area unless State provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Section 11, Indemnity and Insurance.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease under the terms of Section 12, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease at the time damage or destruction occurs and such default caused or contributed to the damage or destruction, then State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 State's Remedy. If Lessee fails to remedy the condition of Lease Area in a timely manner, State may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by State, Lessee shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with State's remedy.

12.08 Debt to State. If State must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to State. Lessee shall pay within thirty (30) days of demand by State.

SECTION 13 – CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of Lease Area is so taken and, in the opinion of either State or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of Lease Area is taken and neither State nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, Rent shall be abated in the same proportion as the portion of Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars (\$2,000) or more. In no case shall rent be less than Two Thousand Dollars (\$2,000); this minimum amount shall be increased by three percent (3%) every year after the date of Partial Taking.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, State will cooperate with Lessee to attempt to reasonably relocate part or all of Lease Area.

13.05 Damage Award. All damages awarded for the taking of all or any part of Lease Area, or State-owned Improvements thereon, shall belong to and become the property of State, and Lessee hereby assigns to State any and all claims to such award. However, State shall not claim any interest in or to Lessee's Equipment and authorized Improvements. To the extent not inconsistent with this Section, Lessee may, on its own behalf, make a claim to the condemnation authority for losses related to its Equipment, relocation costs, business interruption costs, damages, and losses in any condemnation.

SECTION 14 – DEFAULT

14.01 Lessee's Default. Lessee is in default of this Lease on the occurrence of any of the following:

- (1) Failure to make payments when due;
- (2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;
- (3) Failure to comply with any provision of this Lease;
- (4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or
- (5) Involuntary assignment by operation of law.

14.02 Right to Cure.

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to State a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if State approves the schedule and Lessee works diligently and in good faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

- (4) Repeated Defaults. Should repeated defaults occur, State may elect to deem a default by Lessee as an Event of Default.

14.03 State's Remedies. The remedies specified under this Section are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Lessee's breach or threatened breach of any provision of this Lease.

- (1) Remove Lessee. Upon an Event of Default, State may terminate this Lease and remove Lessee by any remedy at law.
- (2) State's Entry to Restore. If Lessee's Event of Default (i) arises from Lessee's failure to comply with restrictions on Lessee's permitted use and operations under Section 3, Purpose; or (ii) results in damage to natural resources or Lease Area, State may (1) enter Lease Area without terminating this Lease to restore the natural resources or Lease Area, and charge Lessee restoration costs; and/or (2) charge Lessee compensatory damages. Within sixty (60) days of demand by State, Lessee shall reimburse State for all of its reasonable direct costs and damages.
- (3) State's Right to Relet. Upon an Event of Default, if State terminates this Lease, State shall have the right to relet Lease Area, provided that State shall not have the right to use or grant third parties use of the Improvements and Equipment of Lessee and Permittees on the Lease Area, unless and until Lessee has been given sufficient time and opportunity to comply with the terms of Section 4.06, Condition at End of Term, and Section 4.07, End of Term, and has failed to do so.

14.04 State's Default and Lessee's Remedies. If State should fail to remedy any default in keeping of any term, covenant, or condition herein with all reasonable dispatch, within a reasonable period of time no sooner than forty-five (45) days after receipt of written notice within which time frame said default has not been cured, then in any of such event(s), Lessee shall have the right, at its option, in addition to and not exclusive of any other remedy Lessee may have by operation of law, to remedy State's failure to perform or terminate this Lease upon written notice to State. In such event(s), (1) State shall be responsible for any costs incurred by Lessee in remedying State's default, and/or (2) Lessee shall only be responsible for Rent to the Termination Date.

SECTION 15 – NOTICE

15.01 Designated Contact. Notices, required or desired, unless provided for otherwise in this Lease, shall be in writing and delivered personally or by messenger or sent by reliable overnight courier or U.S. Postal Service, certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

State Division Contact:

Attn: Communication Site Program Manager
Washington State Dept. of Natural Resources
Communication Site Program
Re: Agreement No. 52-A74460
1111 Washington St. SE
PO Box 47014
Olympia, WA 98504-7014

State Remittance Address for payment of Rent and other amounts due under this Lease:

Attn: Financial Management Division
Washington State Dept. of Natural Resources
Re: Agreement No.52-A74460
1111 Washington St. SE
PO Box 47041
Olympia, WA 98504-7041

Lessee Primary Contact:

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

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 No Partnership. State is not a partner nor engaged in a joint venture with Lessee in connection with the business carried on under this Lease and shall have no obligation with respect to Lessee's debts or other liabilities.

16.02 Nonwaiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.03 Liens. Lessee shall not suffer nor permit any lien to be filed against Lease Area, Lessee's leasehold interest in Lease Area, or any State-owned Improvements thereon (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease. If any such lien is filed against Lease Area, Lessee's leasehold interest, or any Improvements thereon (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by State. Lessee shall indemnify State for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.04 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State prior to removal of said corners, reference points, or monuments.

16.05 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to State are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. State will consider Lessee's request for exemption from disclosure; however, State will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, State will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to State fulfilling the public records request.

- 16.06 Nondiscrimination.** Lessee and State, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to Lessee and State, including, without limitation, Chapter 49.60 RCW. Lessee and State shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. Lessee and State shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease and may result in ineligibility for further agreements between the Parties.
- 16.07 Severability.** The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.
- 16.08 Authority.** Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon State's request, Lessee shall provide evidence satisfactory to State confirming these representations.
- 16.09 Successors and Assigns.** This Lease binds and inures to the benefit of the Parties, their successors, and assigns.
- 16.10 Entire Agreement.** This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to Lease Area.
- 16.11 Time Is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.
- 16.12 Applicable Law and Venue.** This Lease is to be interpreted and construed in accordance with the laws of the state of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.
- 16.13 Attorney Fees.** Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.
- 16.14 Headings.** The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

- 16.15 Interpretation.** This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.
- 16.16 Statutory Reference.** Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.
- 16.17 Modification.** No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.
- 16.18 Survival.** Any obligations of Lessee not fully performed upon termination of this Lease do not cease, but continue as obligations of the Lessee until fully performed.
- 16.19 Reasonable Costs.** In all cases under this Lease where Lessee is obligated to pay or reimburse State for costs State incurs, Lessee shall only be required to pay or reimburse State for the reasonable direct costs therefor.
- 16.20 Safety.** Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

SECTION 17 – DISPUTE RESOLUTION

- 17.01** The Parties shall use their best efforts and good faith to resolve all disputes arising from this Lease. In the event field representatives of the Parties are unable to resolve a dispute, the Parties may invoke the following process:
- (1) Dispute Notice. The Party disputing the outcome may invoke the dispute resolution process by sending a dispute notice (**Dispute Notice**) to the Party contacts identified in Section 15, Notice. Dispute Notice shall include a statement of the dispute along with supporting documentation and proposed resolution.
 - (2) Dispute Response. The other Party has thirty (30) days from receipt of the Dispute Notice to respond (**Dispute Response**). The Dispute Response shall include either an acceptance of the proposed resolution or an alternative resolution along with supporting documentation. The Dispute Response shall include a proposed location and meeting date, which shall be within thirty (30) days of the Dispute Response (**Dispute Meeting**).
 - (3) Dispute Meeting. The Parties shall meet to resolve the dispute in whole or in part. The Parties shall memorialize the Dispute Meeting in writing.

- (4) Designated Representatives. In the event the Parties are unable to resolve the dispute using this process, the representatives designated below shall meet within thirty (30) days to resolve the dispute (**Designated Representatives**).

State: Department Supervisor
Washington State Department of Natural Resources
1111 Washington St. SE
P.O. Box 47001
Olympia, WA 98504-7001
Phone: 360-902-1000

Lessee: Executive Director
Kitsap 911
911 Carver Street
Bremerton, WA 98312-4300
Phone: 360-307-5800

- (5) Escalation Process. In the event the Designated Representatives are unable to resolve the dispute, the Chair of the Executive Committee for Lessee and the Commissioner of Public Lands for DNR shall meet within thirty (30) days to resolve the dispute.

This process does not preclude the exercise of other legal rights by State or Lessee, including claims in an appropriate federal court.

- 17.02 Exhibits.** Exhibits and Attachments are a part of this Lease insofar as they do not conflict with the terms and conditions of this Lease. If a conflict occurs, the terms and conditions of this Lease will take precedence.

EXHIBIT A	LEGAL DESCRIPTION OF STATE LAND
EXHIBIT B	SITE MAP
EXHIBIT C	ROAD ACCESS TO SITE MAP
EXHIBIT C-1	ROAD EASEMENT AGREEMENTS AUTHORIZING ACCESS
EXHIBIT D	COMMUNICATION SITE STANDARDS
EXHIBIT E	RENT AND ROAD USE FEE SCHEDULE: 2013 - 2020
EXHIBIT F	REQUIREMENTS OF THE HABITAT CONSERVATION PLAN (HCP)
EXHIBIT G	MEMORANDUM OF LEASE

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year written below.

KITSAP 911, A PUBLIC AUTHORITY
UBI: 604 008 144

Signed this 20 day of April, 2020.


Richard Kirton, Executive Director

ADDRESS: 911 Carver Street
Bremerton WA 98312-4300

PHONE: 360-307-5800

STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES

Signed this 24th day of April, 2020.


Duane Emmons
Division Manager, Product Sales & Leasing

ADDRESS: Department of Natural Resources
1111 Washington St. SE
PO Box 47014
Olympia, Washington 98504-7014

PHONE: 360-902-1600



[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

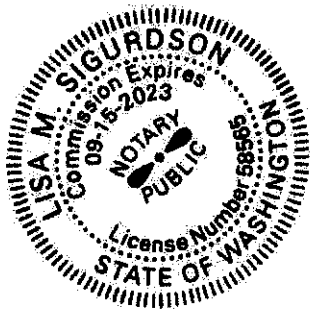
I certify that I know or have satisfactory evidence that RICHARD KIRTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/20/2020

Lisa M. Sigurdson
(Signature)

(Seal or stamp)

Lisa M. Sigurdson
(Print Name)



Notary Public in and for the State of Washington,
residing at Port Orchard.
My appointment expires 9-15-2023.

STATE ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that DUANE EMMONS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Division Manager for Product Sales & Leasing of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/24/2020

Tami K Kellogg
(Signature)

(Seal or stamp)

Tami K Kellogg
(Print Name)



Notary Public in and for the State of Washington,
residing at McCleary
My appointment expires 11/28/2020

EXHIBIT A
LEGAL DESCRIPTION OF STATE LAND

A parcel of land in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 24 North, Range 1 West, W.M., described as follows:

Beginning at the Northeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, which bears N 88° 19' 08" W, 1303.36 feet from the Northeast corner of said Section; thence N 88° 19' 08" W, 434.33 feet to the true point of beginning; thence S29° 40' 21" E, 58.66 feet; thence N 60° 27' 44" E, 24.05 feet; thence S 88° 19' 08" E 46.24 feet; thence S 1° 40' 52" W, 112.37 feet; thence N 88° 19' 08" W, 200.00 feet; thence N 1° 40' 52" E, 150 feet; thence S 88° 19' 08" E, 102.67 feet to the true point of beginning, containing 0.61 acres.

**EXHIBIT B
SITE MAP**

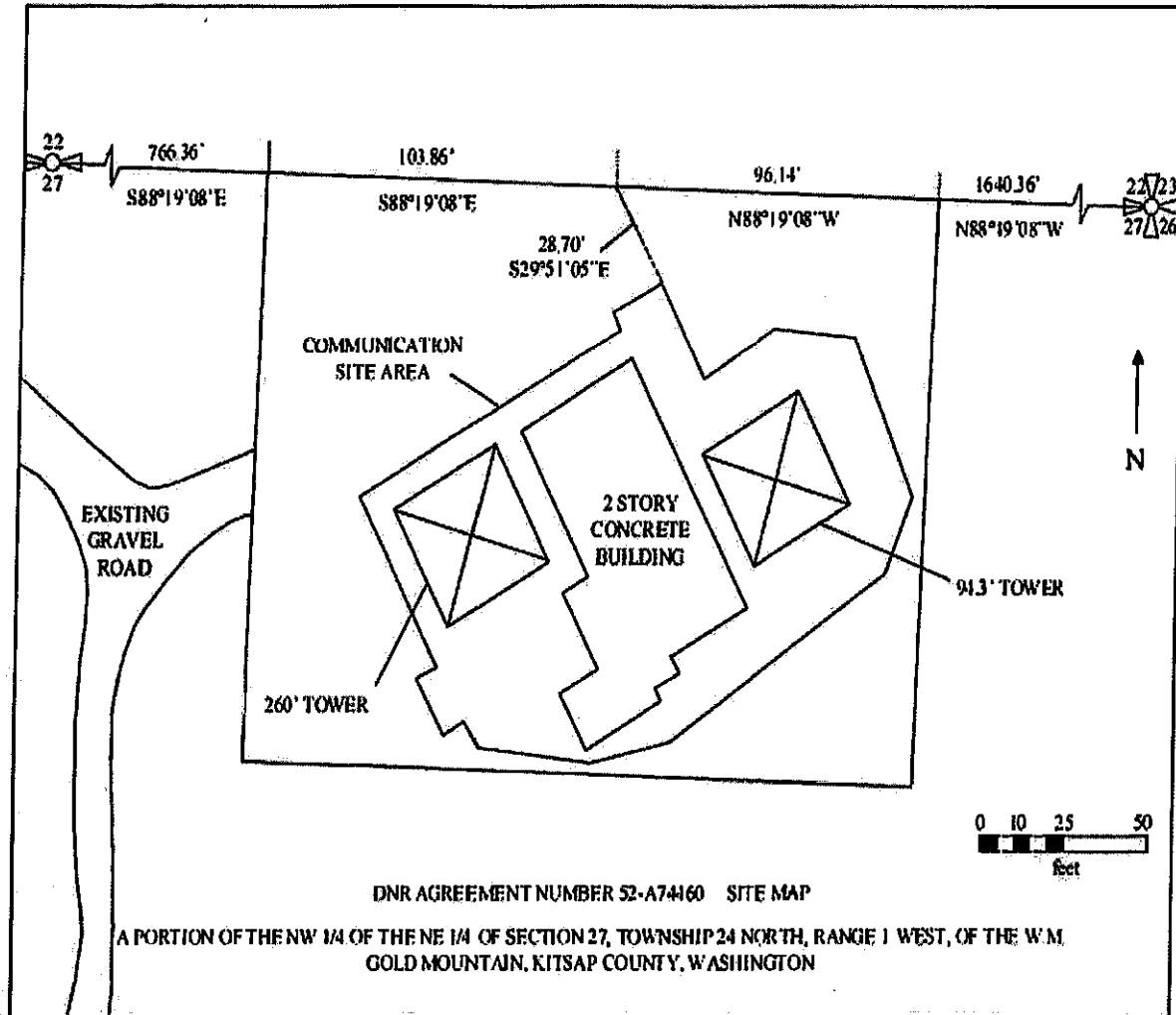
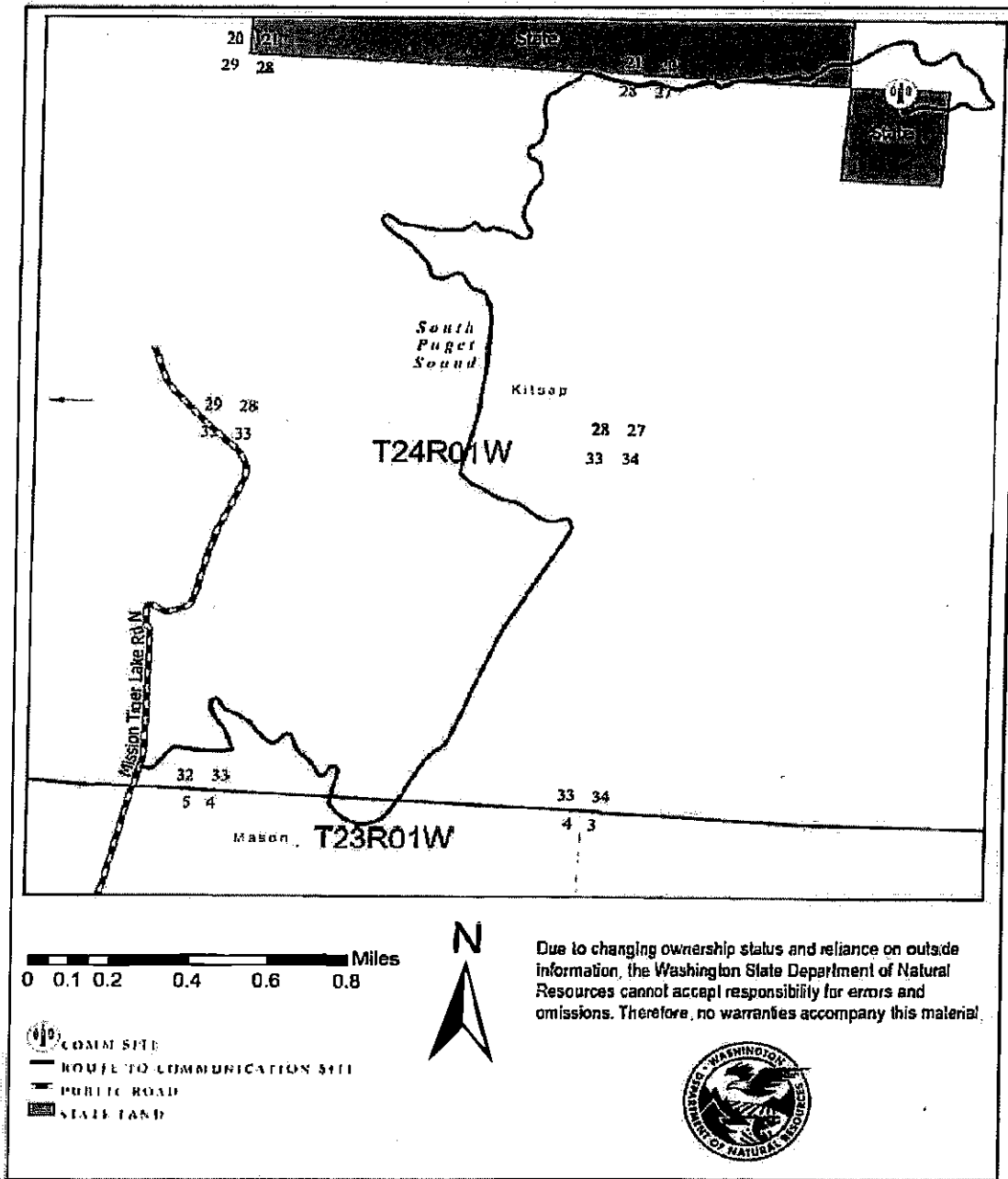
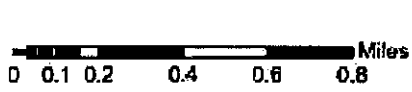
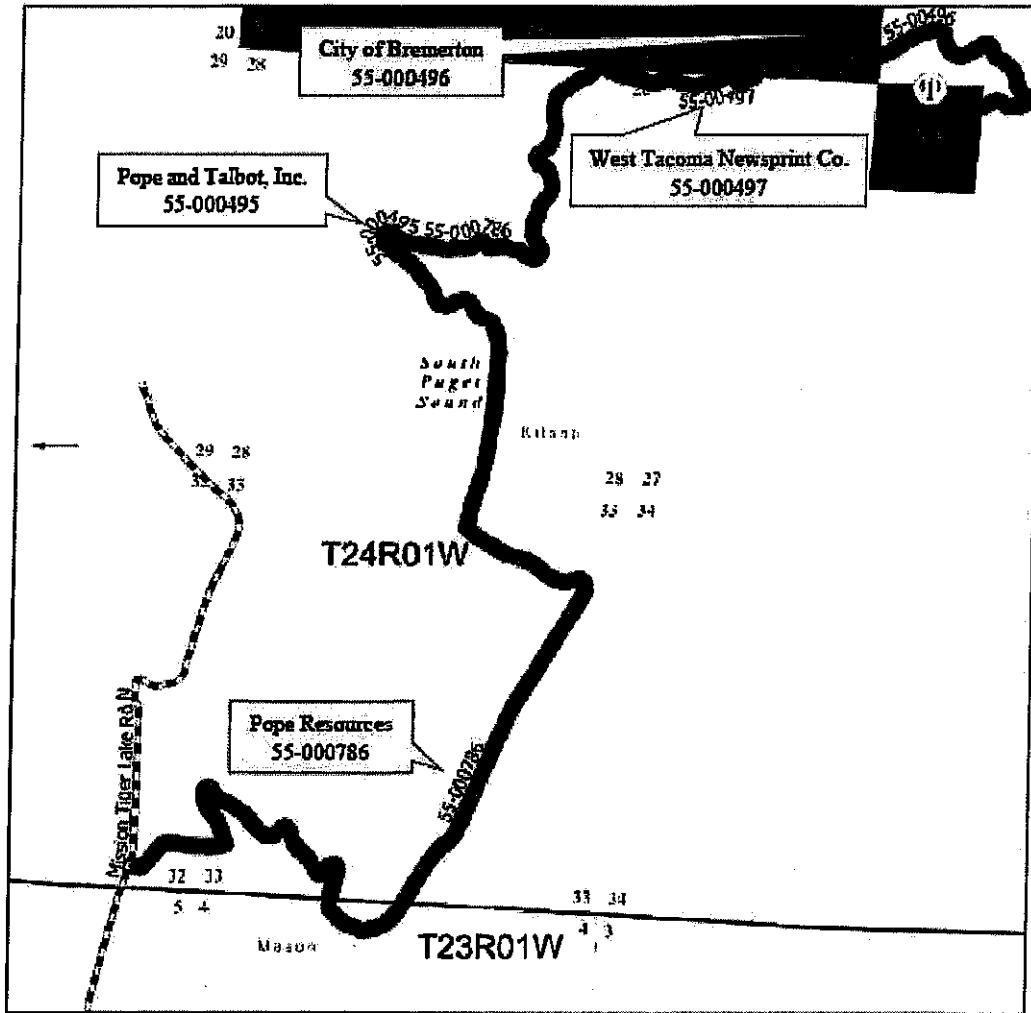


EXHIBIT C ROAD ACCESS SITE MAP



**EXHIBIT C-1
ROAD EASEMENT AGREEMENTS AUTHORIZING ACCESS**



Due to changing ownership status and reliance on outside information, the Washington State Department of Natural Resources cannot accept responsibility for errors and omissions. Therefore, no warranties accompany this material.

- COMM SITE
- ROUTE TO COMMUNICATION SITE
- PUBLIC ROAD
- STATE LAND



EXHIBIT D
DEPARTMENT OF NATURAL RESOURCES
MINIMUM COMMUNICATION SITE STANDARDS

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the DNR Lease number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

- g. Transmitters in the 698 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need to be incorporated.
4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
 - i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

- j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.
- m. Installation personnel shall provide and install a water tight cable boot at the cable entry port when installing cables from the tower into the building.

5. Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. State has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem.

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

7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.

8. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.

9. Electrical Standards in State Facilities:
 - a. Only assigned electrical outlets shall be used.
 - b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
 - c. Access to the panel board is provided for the circuit breaker to the user's assigned outlets.
 - d. Equipment and units shall have internal fusing to protect the supply circuit.
 - e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

**EXHIBIT E
RENT CALCULATION**

Annual Rent:

Item	Derivation	Annual Amount
Communication Site Area	DNR Appraisal	\$42,000.00
Additional Occupancy Fee		\$5,000.00
Road Use Fee		\$1,200.00
Additional Occupancy Road Use Fee		\$1,500.00
Leasehold Excise Tax	12.84% / year	N/A
Submetered Utilities	Actual Cost	N/A
Total Annual Payment to start 6/1/2020:		\$49,700.00

Initial Payment:

Item	Derivation	One Time Payment
Back Rent for 2013 - 2020	06/01/2013 – 05/31/2014 Rent plus 3% escalation each year	\$148,974.26
Road Use Fee 2013 - 2020	DNR Determination	\$600.00
	Total One-Time Payment:	\$149,752.26

EXHIBIT F
HCP REQUIREMENTS

1. Lessee shall immediately notify State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies and additional stream reaches found to contain Bull Trout. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by State.
3. Lessee shall refer to ITP number TE812521-1 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.
4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Premises. Any questions Lessee may have about the ITP should be directed to State.

**EXHIBIT G
MEMORANDUM OF LEASE**

Return to:
Records Custodian
Kitsap County 911
911 Carver Street
Bremerton, WA 98312-4300

MEMORANDUM OF LEASE

Lessor: **State of Washington**, Department of Natural Resources

Lessee: **Kitsap County 911**, a Washington Public Authority

Abbreviated Legal Description: Northwest ¼ of the Northeast ¼ of Section 27, Township 24 North, Range 1 West, W.M.

Assessor's Tax Parcel ID #: 272401-1-002-1004

Recording Numbers of
Prior Recorded Documents: N/A

County: Kitsap State: Washington

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **State of Washington, Department of Natural Resources** having offices for the transaction of business at 1111 Washington St. SE, Olympia, Washington 98504 (hereinafter referred to as "**Lessor**") and **Kitsap County 911**, having a mailing address of 911 Carver Street, Bremerton, WA 98312-4300 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Lease Agreement ("**Lease**") on the ____ day of _____, 2020, on file with the Department of Natural Resources in Olympia, Washington under file number 52-A74460. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is twenty (20) years, beginning on the _____, 2020, and ending on the _____ unless terminated earlier by Lessee or Lessor under the terms of the Lease.

3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described in that survey recorded in Kitsap County on October 3, 2019 under Auditor's File Number 201910030029.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year written below.

KITSAP 911, A WASHINGTON
PUBLIC AUTHORITY
UBI: 604 008 144

Signed this _____ day of _____, 2020

Richard Kirton, Executive Director

ADDRESS: 911 Carver Street
Bremerton WA 98312-4300

PHONE: 360-307-5800

STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES

Signed this _____ day of _____, 2020

Duane Emmons
Division Manager, Product Sales & Leasing

ADDRESS: 1111 Washington St. SE
PO Box 47014
Olympia, Washington 98504-7014

PHONE: 360-902-1600



[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that RICHARD KIRTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director of Kitsap 911 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that DUANE EMMONS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Division Manager for Product Sales & Leasing of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

My appointment expires _____.

EXHIBIT 1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Kitsap County on October 3, 2019 under Auditor's File Number 201910030029

**Exhibit C
 Site Plan & Equipment Summary**

Kitsap Public Works – Equipment Summary		
Qty	Description	Location
1	Antenna – Transmit & Receive	260-Foot Tower North Leg @ 210-Feet AGL Inverted Mount with Connector at Top
1	Antenna – Back-Up Transmit & Receive	90-Foot Tower East Face @ 68-Feet AGL
1	Duplexer	Inside Communications Equipment Building in Various Equipment Racks
1	Intermod Panel	
2	Base Station Radio – 1 In-Service Back-Up	
1	Ethernet Switch	
1	Power Distribution Unit	
1	RAD Shelf with Media Converters	

AGL – Denotes Above Ground Level

Site Plan

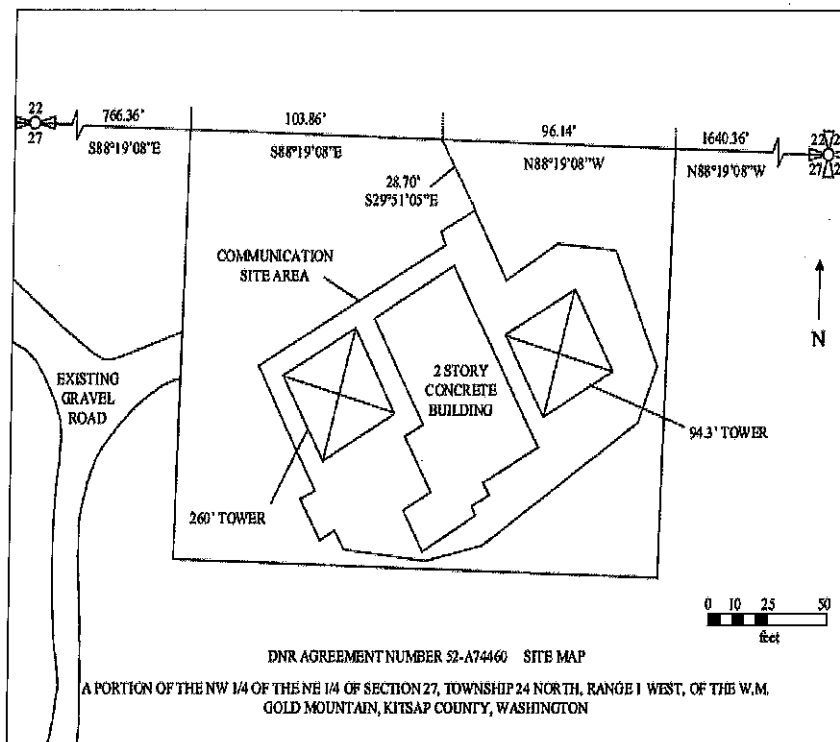


Exhibit D

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

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

The following engineering standards will be observed:

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

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

19. It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).
20. Every effort shall be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

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

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

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

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

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

**Exhibit E
 Fee Schedule**

Annual Fee – January 1, 2024 to December 31, 2024

Item		
Number	Description	Annual Amount
1	Washington DNR Pass-Through Occupancy Fee	\$2,786.89
2	Washington DNR Pass-Through Road Use Fee	\$500.00
3	Tower & Building Use	\$9,374.10
4	Leasehold Excise Tax	N/A
5	Power – Commercial, Generator Back-Up & Direct-Current Battery Back-Up	\$1,520.12
6	Redundant Microwave Interconnection for Gold Mountain, Hansville Road and View Park Radio Sites	\$5,463.64

Total Annual Payment \$19,644.75

Initial Payment

Annual Fee	Derivation	One-Time Payment
2016	Effective May 10, 2016 Kitsap 911 CENCOM Proposal Adjusted for Actual Equipment & System Design	\$7,533.33
2017	12 Months plus 3% Escalation of each item	\$11,624.00
2018	3% Escalation of each item	\$11,957.72
2019	3% Escalation of each item	\$12,301.45
2020	3% Escalation of each item	\$12,655.50
2021	3% Escalation of each item plus Interconnect for Hansville Road & View Park Radio Sites	\$13,436.83
2022	3% Escalation of each item	\$18,545.76
2023	3% Escalation of each item	\$19,087.14

Total One-Time Payment \$107,141.73

Gold Mountain Radio Tower Lease Agreement			
		Annual Payment	3% Increase
	2024	19644.75	
	2025	20234.09	589.34
	2026	20841.12	607.02
	2027	21466.35	625.23
	2028	22110.34	643.99
	2029	22773.65	663.31
	2030	23456.86	683.21
	2031	24160.56	703.71
	2032	24885.38	724.82
	2033	25631.94	746.56
	2034	26400.90	768.96
		251,605.94	
	Fees for 2016-2023	107,141.73	
	Contract Amount	358,747.67	
Note: Per lease anticipated road use fee increases. Not to exceed \$5,000 for the term of the contract.			



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	<u>Kitsap County Public Works</u>
2. Purpose	<u>Radio Communications Facility Lease Agreement on Hansville Road</u>
3. Contract Amount	<u>\$128,398.59</u> Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	<u>Jan 1, 2024 to Dec 31, 2034 with two add'l five year terms</u>
5. Contract Administrator	<u>Matthew Benson</u> Phone <u>360-337-4895</u>
Approved:	<u><i>Matthew Benson</i></u> Date <u>5-14-2024</u> <i>Executive Director</i>
B. ACCOUNTING INFORMATION	
1. Contract Control Number	<u>KC-166-24</u>
2. Fund Name	
3. Payment from-Revenue to CC/Account Nbr	<u>Revenue to Fund 89822</u>
C. RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>WCIA</u>	Date _____
2. Comments: <u>Contract template reviewed prior.</u>	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer <u>Ken Bagwell</u>	Date _____
2. Comments: <u>Contract template reviewed prior.</u>	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair _____

Date _____



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Office/Department:		Public Works-General	
Staff Contact:		Matthew Benson	
Agenda Item Title:		KC-166-24 – Radio Communications Facility Lease Agreement on Hansville Road	
Recommended Action: Recommend approval of Radio Communications Lease Agreement with Kitsap 911 KC-166-24 - Radio Communications Facility Lease Agreement on Hansville Road			
Summary:	Kitsap County Public Works intends to enter into a Radio Communications Facility Lease Agreement with Kitsap 911. This lease will commence on January 1 st , 2024 and terminate on December 31 st , 2034. Lessee shall have the option to renew for up to two (2) additional five (5) year terms. On January 1, 2025 and each January 1 st thereafter the Annual Fee will increase by 3% with an initial payment of \$17,834.78 for 2021, 2022 and 2023		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Lease Agreement 3. Annual Payment Schedule 		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$128,398.59	
Related Revenue for this specific action:		\$0.00	
Cost Savings for this specific action:		\$0.00	
Net Fiscal Impact:		\$128,398.59	
Source of Funds:		ER&R	
Fiscal Impact for Total Project			
Project Costs:		\$128,398.59	
Project Costs Savings:		\$0.00	
Project Related Revenue:		\$0.00	
Project Net Total:		\$128,398.59	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Public Works-General		Andrew Nelson	
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-166-24	Pending	\$128,398.59	



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION (for Contract Signing Authority, see KCC 3.56.075)

1. Contractor Kitsap 911
 2. Purpose Radio communications Facility Lease Agreement
 3. Contract Amount \$128,398.59 Disburse Receive
 4. Contract Term January 1st, 2024- - December 31st, 2034
 5. Contract Administrator Matthew Benson Phone 360-337-4895
 6. Contract Control No. KC-166-24
 7. Fund Name ER&R
 8. Grant Funded Yes No
 9. Accounting Worktag / Revenue, Spend Category, or Grant 5001.5451.590100
Approved: Andrew B. Nelson, P.E. Date February 28, 2024
 Department Director/Elected Official

B. AUDITOR – Funding Review

1. Approved Not Approved
 Reviewer Christopher Ferranti Date 3/29/2024
 2. Comments:

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. Approved Not Approved
 Reviewer Timothy M. Perez Date 4/1/2024
 2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1. Approved Not Approved
 Reviewer Aimée Campbell Date 03/29/2024
 2. Comments:

E. HUMAN RESOURCES – Human Resources Director Review
Signature only required if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____
 2. Comments:

F. INFORMATION SERVICES – Information Services Director Review
Signature only required if technology contract

1. Approved Not Approved
 Reviewer _____ Date _____
 2. Comments:

G. PROSECUTING ATTORNEY

1. Approved as to Form Not Approved as to Form
 Reviewer Elizabeth Doran Date 03-28-2024
 2. Comments:

Date Approved by Authorized Contract Signer:
 RETURN SIGNED ORIGINALS TO:

Date _____
 Rikki ScottMorgan @ MS- 26

KC-166-24 Kitsap 911 - Hansville Road Radio Site - Kitsap Public Works Lease Agreement.pdf

KC-166-24 Hansville Radio Tower Annual Payment Schedule.pdf

Radio Communications Facility Lease Agreement

THIS LEASE ("Agreement") by and between Kitsap 911, a public authority of the State of Washington ("Lessor"), duly organized pursuant to RCW 35.21.730 through 35.21.759 and existing under the laws of the State of Washington and Kitsap County, a Washington Municipal Corporation and political subdivision organized and existing under the laws of the State of Washington, on behalf of its Public Works Department ("Lessee").

I. BACKGROUND

WHEREAS, Lessor is the owner of the Hansville Road Radio Communications Facility ("the Facility"), located at 31821 Hansville Road NE, Hansville, Washington (the "Property"), legally described on Exhibit A, attached hereto and incorporated by this reference ; and

WHEREAS, the Property is leased to Lessor by Kitsap County Department of Public Work, for the purposes of constructing an Emergency Radio Communications Facility pursuant to a Land Lease Agreement KC-375-03, executed on September 8, 2003 ("Land Lease") attached as Exhibit B, and incorporated by this reference; and

WHEREAS, this Agreement is subordinate to the Lessor's Land Lease with Kitsap County and all provisions of the Land Lease are binding upon both parties; and

WHEREAS, the Lessor and Lessee desire to enter into this Agreement for a 10-year term, subject to the terms and conditions set forth herein; and

WHEREAS, Lessee desires to utilize certain portions of the Premises as defined in Section II (d) on the terms herein set forth, to install certain equipment ("Radio Equipment"); and

WHEREAS, Lessee placed its Facilities in service on November 23, 2021, and has been receiving value from Lessor; and

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

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

II. DEFINITIONS

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

(a) "Lessee Facilities" means Lessee's entire installation, including Lessee's Radio Equipment antennas and equipment installed at the Premises and all electrical and optical waveguide and copper cable communications connections serving same as more specifically described on Exhibit C (Site Plan & Equipment Summary) attached hereto and incorporated herein by this reference.

(b) "Interference" with a radio frequency operation activity means a condition which constitutes "Radio Interference" within the meaning of the Western Washington Cooperative Interference Committee ("WWCIC") Engineering Standard #6 Rev. C (02-97) for Radio Transmitting and Receiving Devices and FM Broadcasting more specifically described on Exhibit D attached hereto and incorporated by this reference, as well as the rules and regulations of the Federal Communications Commission ("FCC").

(c) "Management" means Kitsap 911 or any successor entity designated by Lessor to be manager of the Premises.

(d) "Premises" means Lessor's Radio Communications Facility, fences, area(s) or enclosure(s) as more specifically described on Exhibit "B" and designated by Lessor for the housing of Lessee's equipment in common with Lessor and other tenants' equipment.

(e) "Property" means land owned by Kitsap County and leased to Lessor for the purposes of constructing the Premises pursuant to Land Lease KC-375-035, executed by Lessor on September 8, 2003.

(f) "Tenant" or "other Lessee" means any Lessee or broadcaster other than Lessee now or hereafter located on the Premises with the express permission and agreement of the Lessor.

III. AGREEMENT

SECTION 1 COMMENCEMENT DATE, DURATION AND TERMINATION

The initial term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing on January 1, 2024 ("Commencement Date") and ending on December 31, 2034. Subject to the terms and conditions of the Land Lease, a renewal notice shall be sent by Lessor to Lessee 180 days prior to the end of the Initial Term. Lessee shall have the option to renew for up to two (2) additional five (5) year terms ("Renewal Term") unless Lessee gives notice of intent not to renew at the end of the Initial Term or the then current term by giving Lessor written notice of the intent to terminate at least four (4) months prior to the end of the then

current term, this Agreement shall automatically be renewed two (2) additional five (5) year terms (each a "Renewal Term").

Subject to notice terms and provisions herein, no Renewal Term shall commence until any defaults or defects in the Lessee's performance have been cured, or a plan describing the corrective actions and dates Lessee will complete cures has been approved by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary in this Agreement, Lessee will have the right to terminate this Agreement for convenience at Lessee's sole discretion any time upon at least 180 days written notice to Lessor.

If Lessor defaults and does not cure the default within thirty (30) days of notice of default from Lessee, the Lessee may terminate without additional notice to Lessor. This right of termination shall be in addition to all other rights and remedies available in law or equity.

SECTION 2 FEES

Annual fees consist of those items described as "Annual Fee – January 1, 2024 to December 31, 2024" in Exhibit E.

- (a) Leasehold Excise Tax (LET) – Should a LET be imposed on this Lease or any interest therein, Lessee shall pay to Lessor the LET as set forth in RCW Chapter 82.29A, or as may be amended. However, Lessee may be assessed LET directly from the Washington State Department of Revenue (DOR) In which case Lessee must submit to Lessor a written request, with supporting documentation from DOR, to terminate or cease LET payment to Lessor.
- (b) Proration - Fees shall be prorated for any partial lease year during the term of this Lease.
- (c) Adjustment - On January 1, 2025 and each January 1 thereafter, including renewal terms, the Annual Fee shall increase by three percent (3%).

Annual Fee is due on the Commencement Date and on each annual anniversary of the Commencement Date thereafter, in advance, payable to Lessor, partial years to be prorated. Lessee shall pay Annual Fee without invoice or other notice from Lessor. Notwithstanding the foregoing, the Annual Fee for the first year of this Agreement is due within thirty (30) days following the Commencement Date. Any payment received

after the due date shall include a Late Payment Penalty of 2% of the Annual Fee for each day or part thereof past the due date.

Any changes, modifications or alterations to Lessee's Facilities must be approved in advance by Lessor, in writing, and may result in the imposition of additional fees, provided, however, such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything in this Agreement to the contrary, Lessee shall not be required to obtain approval from Lessor for like-kind or similar equipment or antenna changes, or for minor or routine repairs, alterations, or modifications to Lessee's Facilities unless they involve work upon or modification to the Premises in any way.

SECTION 3 LEASE AND ACCESS

Lessor, for the Initial Term and Renewal Terms, if any, and subject to the terms and conditions of this Agreement, grants Lessee, and Lessee hereby accepts, the non-exclusive right and lease to install and operate Lessee's Facilities upon the Premises.

At all times during the term of this Agreement, Lessee shall have the right to access Lessee Facilities 24 hours per day 365 days per year. Lessor shall provide one set of keys to Lessee to access the Premises. Lessor will make a good faith effort to promptly provide new key to Lessee due to key changes by Lessor. Lessor reserves the right to deny access to the Premises to any service agencies or individual persons at the reasonable discretion of Lessor.

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

Lessor reserves the right to escort Lessee's authorized personnel at its discretion, at any time Lessee's authorized personnel access the Premises.

SECTION 4 TECHNICAL STANDARDS

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

- (a) Approve the location of all of Lessee Facilities upon Lessor's tower, such approval shall not to be unreasonably withheld, conditioned, or delayed;
- (b) Approve the size, type, and quality of the Lessee Facilities, including all material and substantive repairs and electrical connections thereto;
- (c) Require Lessee, at Lessee's expense, to take all action necessary to eliminate objectionable interference that is caused directly by Lessee Facilities to equipment that is existing on the tower prior to the Commencement Date of the Agreement;
- (d) Require Lessee to temporarily cease operation or reduce radio transmitter power as may be required to conduct tests, perform tower work, or make emergency repairs.

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

Lessee shall provide Lessor with the following information prior to the execution of this Agreement:

- A system diagram of Lessee Facilities located at the Premises depicting duplexers, filters, cavities, isolators, and combiners; and
- A legible drawing detailing the antenna and equipment installation and all elevations and distances from ground and supporting structures.

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

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

Revisions to the above information shall be provided by Lessee to Lessor not later than 5 business days prior to making any changes.

Except as otherwise provided in Section 2 above, Lessee shall not raise radio transmitter power, change antennas, change equipment, change frequency or in any other way modify Lessee Facilities without the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 5 ELECTRICAL POWER

During the term of this Agreement, Lessor will provide Lessee with access to Lessor-owned on-site electric service connection for power supplied by a commercial utility company, Lessor's generator, and Lessor's direct-current battery power system to operate Lessee Facilities installed hereunder at Lessee's sole expense.

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

SECTION 6 INSPECTION

Lessee shall notify Lessor upon completion of the initial installation of Lessee Facilities and shall afford Lessor the opportunity to inspect the installation. Lessor's inspection of such installation shall not be construed in any way as approval by Lessor of the adequacy or safety of the installation or a waiver of any of Lessor's rights hereunder; and Lessee shall be solely responsible for the adequacy and safety of the installation and operation of Lessee Facilities. Lessee shall pay to Lessor on demand the cost of repairing any damage to the Premises to the extent caused by Lessee's installation of Lessee Facilities.

Lessee acknowledges that Lessor's technical staff routinely inspect the Premises and may conduct inspections of Lessee Facilities. If a problem with Lessee Facilities is discovered, Lessor shall immediately notify Lessee of the problem. The parties may establish a mutual date to conduct a joint visit to the Premises to inspect the problem identified by Lessor's technical staff and to determine whether maintenance or repair is necessary to ensure the Premises is not damaged as a result of the identified problem. Any Lessee repairs to Lessee Facilities shall be performed to Lessor's reasonable satisfaction.

SECTION 7 LAWFUL CONDUCT

Lessee represents and warrants during the term of this Agreement that it has authority from the FCC (and any other applicable local, state, or federal agency having jurisdiction) to

install, operate and maintain Lessee Facilities in the manner contemplated under this Agreement.

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

SECTION 8 ASSIGNMENT

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

It is agreed that Lessor may not assign or transfer this Agreement without Lessee's consent and provide Lessee with notice of assignment or transfer of Lessor's interest in the Premises.

SECTION 9 SUBLET

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

SECTION 10 HARMFUL INTERFERENCE

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

Lessee agrees that Lessee Facilities and hardware related thereto, and the installation, maintenance, operation, repair and / or removal thereof, will in no way damage the Premises' electrical, HVAC, generator or other systems, or materially and adversely interfere with the existing use by Lessor or any existing tenants of the Premises electrical, HVAC, generator, or

other systems, or materially and adversely interfere with the existing operation of communications devices by Lessor or by pre-existing Tenants or other Lessees of the Lessor provided that the communications devices of such pre-existing Tenants or other Lessees of Lessor were installed prior to the installation of Lessee Facilities. If such damage or interference should occur, Lessee shall suspend operation of Lessee Facilities within seventy-two (72) hours after receipt of such written notice and promptly correct the damage or interference in question. Lessor reserves the right to disconnect power to any such Lessee Facilities which Lessee fails to suspend or correct after proper notification and waiting period, or without notifying Lessee in the event Lessor reasonably determines an emergency situation exists related to an imminent risk of harm or injury to persons and Lessor shall have no liability to Lessee for such emergent disconnection. Lessor agrees to use best efforts to contact Lessee prior to disconnecting power to Lessee's Facilities.

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

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

SECTION 11 LIENS

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

SECTION 12 ADDITIONAL SPACE

This Agreement in no way implies that Lessor will build, furnish or provide Lessee with any additional ground, in-building, or tower space beyond what is agreed to herein. However,

Lessor will make every reasonable effort to provide whatever space and facilities may be required for future expansion of Lessee's Facilities. Such expansion will require negotiation of additional lease fees between the parties.

SECTION 13 INSURANCE

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence Form CG 00 01 and shall cover premises and contractual liability. Lessor shall be included as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00.01.
3. Property insurance shall be written on an all risk basis. Lessee may self-insure this risk under the same terms as required by this Agreement.

D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits of \$2,000,000 each occurrence, \$2,000,000 general aggregate.

2. Automobile Liability coverage with limits not less than \$2,000,000 combined single limit per incident.
3. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Before work commences, the Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee. However, the failure of Lessee to provide the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessee will make available to Lessor full insurance policies.

H. Waiver of Subrogation

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

I. Notice of Cancellation

Within two (2) business days of receipt by Lessee, the Lessee shall provide the Lessor with written notice of any policy cancellation or non-renewal of any required insurance that is not replaced.

J. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a

material breach of lease, upon which the Lessor may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease 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 the Lessor on demand.

K. Lessor Full Availability of Lessee Limits

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

L. Self-Insurance

Notwithstanding the forgoing, Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligations under this Agreement to include Lessor, as an additional insured, the following conditions apply:

- i. Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and
- ii. Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and
- iii. Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

SECTION 14 TAXES

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

SECTION 15 RECONSTRUCTION

Lessor shall, at its own expense, maintain fire and liability insurance upon its Premises. In the event that Lessor's Premises are damaged or destroyed to such an extent as to render

the Premises unusable in whole or substantial part, Lessor may terminate this Agreement as of the date of such occurrence or rebuild or repair the Premises at its sole discretion.

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

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

SECTION 16 BREACH OR DEFAULT

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

(1) If Lessee shall fail to pay installment of Lease Fee within thirty (30) days of receipt of a written notice from Lessor that such installment was not paid when due.

(2) If Lessee or Lessor shall fail to perform or comply with any of the terms, covenants or conditions of this Agreement, and if the nonperformance shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party, or, if the performance cannot be reasonably completed within thirty (30) days, or the defaulting party shall not in good faith have commenced performance within the thirty (30) day period.

(3) If Lessee shall vacate or abandon the use of the space leased hereunder.

SECTION 17 REMEDIES

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

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

(2) Lessor may elect, but shall not be obligated; to make any payment required of Lessee herein or comply with any term, covenant or condition required hereunder to be performed by Lessee.

work, injury or damage as shall have been occasioned by the sole negligence of Lessor, or its officers, officials, employees, agents, subcontractors and volunteers. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this section shall survive the expiration or termination of this Lease.

SECTION 21 ATTORNEY FEES

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

SECTION 22 NON-WAIVER of BREACH

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

SECTION 23 OTHER DOCUMENTS

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

SECTION 24 HAZARDOUS MATERIALS

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

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

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

SECTION 25 MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court. This Agreement replaces and supersedes all prior Agreements and understanding between the parties with respect to the subject matter herein.

(b) Except as otherwise provided in Section 2 above, no alterations, modifications or changes in this Agreement shall be valid unless made in writing and agreed to by both parties. Nothing in the execution and performance of this Agreement shall be deemed in any way to constitute the parties as joint ventures or partners with each other.

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

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

>>>SIGNATURES ON FOLLOWING PAGES<<<

Kitsap Public Works Site Name: Hansville Road
Kitsap Public Works Agreement ID: KC-166-24

Kitsap 911 Site Name: Hansville Road
Kitsap 911 Agreement ID: K911-055

Lessee

**Board of County Commissioners
Kitsap County, Washington**



Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

4/22/24

Dana Daniels, Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this ____ day of _____, 2024 before me, a Notary Public in and for the State of Washington, personally appeared _____


personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the Board of County Commissioners of Kitsap County to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of _____
Residing at _____
My appointment expires _____
Print Name _____

Not required. See page 16 for attestation.

Lessor
Kitsap 911



Maria K. Jameson-Owens, Executive Director

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 7th day of May, 2024, before me, a Notary Public in and for the State of Washington, personally appeared Maria K. Jameson-Owens, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of Kitsap 911 to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



Linda H. Benningfield
NOTARY PUBLIC in and for the State of
Washington
Residing at Silverdale, WA
My appointment expires 11-10-2025
Print Name Linda H. Benningfield

Exhibit A
Legal Description

Lessor's Property is located at 31821 Hansville Road NE, Hansville, Washington, situated in the County of Kitsap State of Washington commonly described as follows:

Assessor's Parcel 092702-1-002-2000

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED PER AUDITOR'S FILE NO. 9504250039 AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE EAST LINE OF SAID SECTION 9, S 1°36'30" W 991.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, N 89°59'20" W 30.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF HANSVILLE ROAD NE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N 89°59'20" W 264.00 FEET; THENCE LEAVING SAID SOUTH LINE, N 1°36'30" E 165.06 FEET; THENCE S 89°59'20" E 264.00 FEET TO SAID WESTERLY RIGHT-OF-WAY OF HANSVILLE ROAD NE ; THENCE ALONG SAID RIGHT-OF-WAY, S 1°36'30" W 165.06 FEET TO THE TRUE POINT OF BEGINNING.

Kitsap Public Works Site Name: Hansville Road
Kitsap Public Works Agreement ID: KC-166-24

Kitsap 911 Site Name: Hansville Road
Kitsap 911 Agreement ID: K911-055

Exhibit B
Communications Site Land Lease
Kitsap County Public Work
and Kitsap 911

>>>10 Pages Follow<<<

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed on the 8th day of Sept 2003, by and between The Grantor, KITSAP COUNTY DEPARTMENT OF PUBLIC WORK and the Grantee, KITSAP COUNTY CENTRAL COMMUNICATIONS, having their principal offices at the Kitsap County Courthouse, 614 Division Street, Port Orchard, Washington 98366. Both Departments have mutually agreed to enter into a property LEASE AGREEMENT to construct, operate and maintain a 911 Emergency Communication Tower Facility on property under the ownership of Kitsap County Department of Public Works described in EXHIBIT "A" hereby attached and incorporated by this reference.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Grantee, its successors and assigns shall have the right and authority to enter the above described property in EXHIBIT "A" as designated for the purpose of constructing and operating a 911 Emergency Communication Tower Facility described and depicted in EXHIBIT "B," entitled Hansville Road Facility Site Plan and incorporated herein by this reference;
2. Prior to commencement of construction of said 911 Emergency Communication Tower Facility, the Grantee shall obtain all required governmental permits and licenses for the construction of said Tower, including necessary surveys and legal descriptions;
3. All work completed shall be done in thorough and workman-like manner;
4. The Grantor in entering into this LEASE AGREEMENT does not waive any rights that it presently has or may hereafter acquire with respect to County roads, rights of ways or other County property. In addition, the LEASE AGREEMENT shall not be construed to deprive Grantor any of its powers, rights, or privileges which it now has or may hereafter acquire with respect to County roads, rights of ways or other County property covered by this LEASE AGREEMENT;
5. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee; and all privileges, as well as all obligations and liability of the Grantee, shall ensure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.

6. The Grantee, its successors and assigns are prohibited from selling, transferring or assigning their lease;
7. This LEASE AGREEMENT is hereby granted for a period of twenty-five years, commencing upon the recordation of said Agreement. The Grantor and Grantee agree that at the end of twenty-five years, the Grantee shall have the right and option to renew the Lease Agreement for an additional twenty-five years, subject to changes, if any, in federal, state or county law. Further, the Grantor and Grantee hereby agree that the LEASE AGREEMENT can be amended at any time, upon written agreement by both parties;
8. Grantee shall compensate to the Kitsap County Road Fund the sum of Twenty-Five Hundred Dollars (\$2,500.00) for the rights granted under this LEASE AGREEMENT.
9. Grantor warrants that it is the owner of said property described in Exhibit A, and further warrants that it will not encumber said property for any other purpose than the agreed upon construction of the 911 Emergency Communications Tower Facility described in Exhibit B for the duration of the LEASE AGREEMENT.

Executed This 8th day of September, 2003.

KITSAP COUNTY CENCOM

BY *Ronald McAffee*

DIRECTOR
Title

RON McAffee
Print Name

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Jan Angel
JAN ANGEL, Chair

Chris Endresen
CHRIS ENDRESEN, Commissioner

Patty Lent
PATTY LENT, Commissioner

EXHIBIT "A"

The information contained on this page includes the parcel number and legal description of 3.77 acre parcel located on Hansville Road (West Side) belonging to the Kitsap County Roads Division (per Kitsap County Assessor's office)

LEGAL DESCRIPTION FOR PARCEL: 092702-1-002-2000

Section 09 Township 27 Range 2E

The north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 9, Township 27 North, Range 2 East, W.M., Kitsap County, Washington, except that portion described per Auditor's File No. 9504250039 as follows: Beginning at the northeast corner of said Section 9; thence along the east line of said Section 9, S1*36'30"W 991.48 feet to the South line of the North half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter; Thence leaving said East line, along said South line of the North half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter, N89*59'20"W 30.01 feet to the Westerly Right-of-Way of "Hansville Road NE" and the true point of beginning; thence continuing along said South line, N89*59'20"W 264.00 feet; thence leaving said South line, N1*36'50"E 165.06 feet; thence S39*59'20" E 264.00 feet to said Westerly Right-of-Way of "Hansville Road NE"; thence along said Right-of-Way, S1*36'30"W 165.06 feet to the true point of beginning.

Source: Kitsap County Assessor



200504140041
 Page: 1 of 4
 84/14/2005 16:05A
 PUBLIC WORKS ENGINEERING ESMT \$22.68 Kitsap Co, WA

After Recording Mail To:
 Jim Roda
 Kitsap County Public Works
 614 Division Street, MS-26
 Port Orchard WA 98366-4699

EXCISE TAX EXEMPT APR 14 2005

EXCISE TAX EXEMPT APR 14 2005

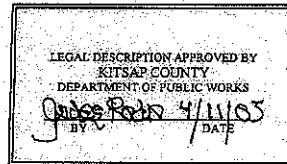
UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, for and in consideration of Mutual Considerations, grants and conveys unto Puget Sound Energy, A Washington Corporation and their heirs, successors and assigns, a non-exclusive Utility Easement and it's appurtenances under and across the hereinafter described lands situated in the Northeast Quarter of the Northeast Quarter of Section 9, Township 27 North, Range 2 East, W.M. Kitsap County, State of Washington, described as follows:

DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

THIS UTILITY EASEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS DESCRIBED IN EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Dated this 11th day of April, 2005.



By: [Signature]
 Chris Endresen, Chair

Assessor's # 092702-1-002-2000

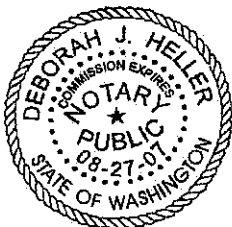
By: [Signature]
 Patty Lent, Commissioner

By: [Signature]
 Jan Angel, Commissioner

STATE OF WASHINGTON
 COUNTY OF KITSAP

On this 11th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Endresen, Patty Lent, and Jan Angel, to me known to be the County Commissioners respectively, of Kitsap County that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Kitsap County, for the uses and purposes therein mentioned, and on oath, stated that they are authorized to execute the said instrument and that the seal affixed is the County Seal of Kitsap County.

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



[Signature]
 Notary Public in and for the State of Washington.

My Commission Expires: 08/27/07

EXHIBIT "A"
EASEMENT DESCRIPTION

LEGAL DESCRIPTION OF EASEMENT TO TOWER SITE

A 20.00 foot wide strip of land within a portion of the North one-half of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 9, Township 27 North, Range 2 East, W.M., Kitsap County, Washington the centerline of which is described as follows:

Beginning at the Northeast corner of said Section 9;
Thence along the East line of said Section 9, South 01°36'07" West 965.46 feet;
Thence North 89°43'08" West 30.01 feet to a point on the West right of way of Hansville Road NE and the True Point of Beginning;
Thence continuing North 89°43'08" West 60.23 feet;
Thence North 86°18'38" West 117.76 feet;
Thence North 04°23'54" East 166.90 feet;
Thence North 76°32'58" West 85.00 feet to Point A;
Thence continuing North 76°32'58" West 23.31 feet to the East boundary of the Tower Site which is the terminus.

And a 10.00 foot wide strip of land within a portion of the North one-half of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 9, Township 27 North, Range 2 East, W.M., Kitsap County, Washington the centerline of which is described as follows:

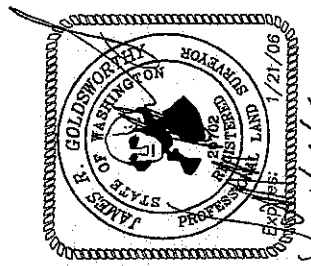
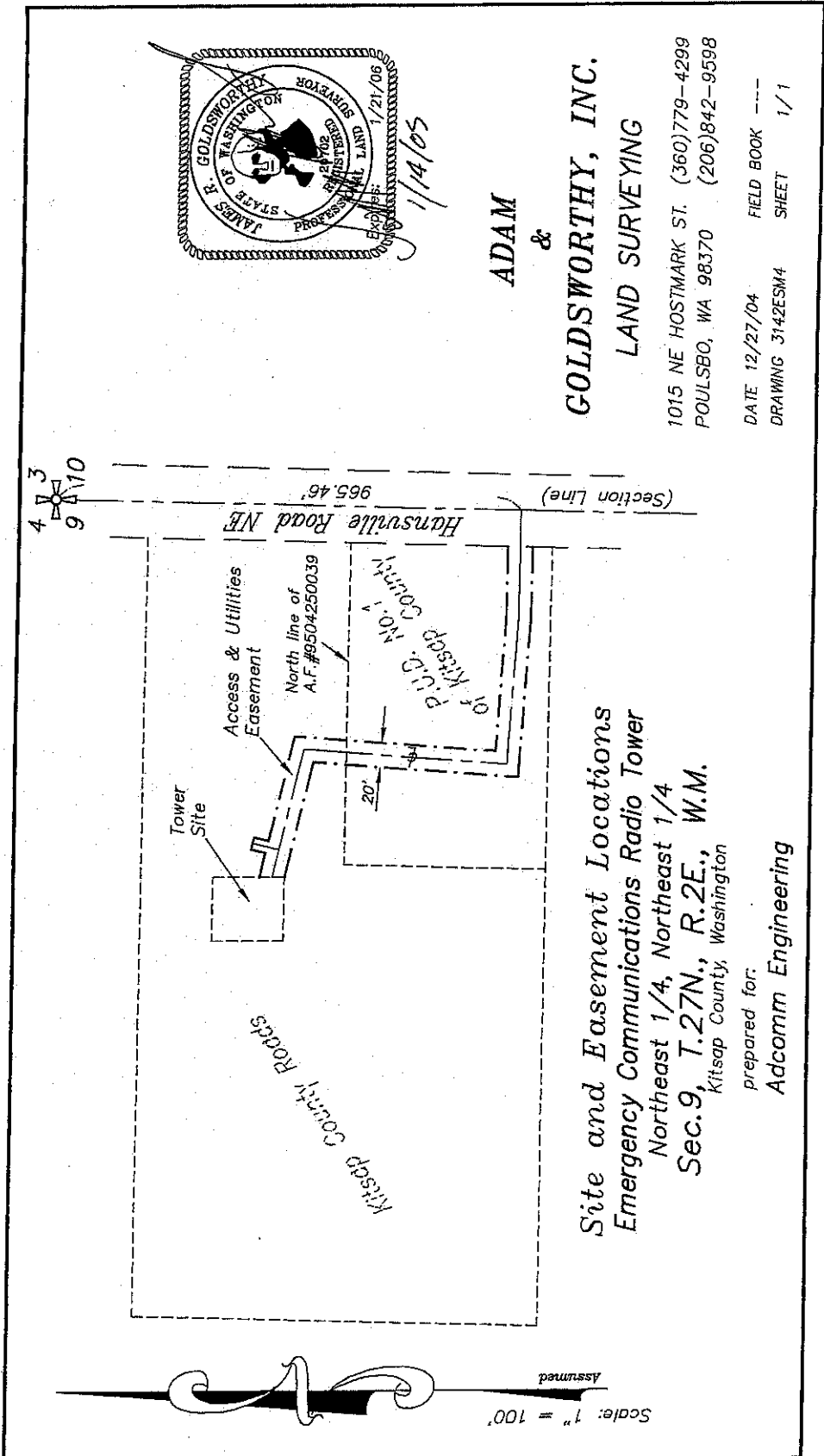
Beginning at said Point A;
Thence North 13°27'02" East 10.00 feet to the True Point of Beginning;
Thence North 13°27'02" East 12.00 feet to the terminus.



200504140041

Page: 2 of 4
04/14/2005 10:05A

PUBLIC WORKS ENGINEERING ESNT #22.80 Kitsap Co, WA



1/14/05

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299
 POULSBRO, WA 98370 (206)842-9598

DATE 12/27/04 FIELD BOOK ---
 DRAWING 3142ESM4 SHEET 1/1

Site and Easement Locations
Emergency Communications Radio Tower
 Northeast 1/4, Northeast 1/4
 Sec. 9, T.27N., R.2E., W.M.
 Kitsap County, Washington
 prepared for:
Adcomm Engineering

EXHIBIT "C"

1. The Grantee(s), PUGET SOUND ENERGY, A WASHINGTON CORPORATION, their successors, and assigns are granted the right to install, improve, maintain and/or repair in place electrical facilities under and across Kitsap County Property, legally described within the **UTILITY EASEMENT**. See attached Exhibit "A."
2. The Grantee(s), their successors, and assigns will be financially liable for the relocation and reconstruction of said utilities upon the request of the Grantor. The Grantee(s), their successors, and assigns will also be liable and responsible for any malfunction and/or repairs of said utilities.
3. The Grantee(s), their successors, and assigns will at all times exercise their rights herein according to the requirements of all applicable statutes, orders and regulations of any public authority having jurisdiction.
4. To the fullest extent permitted by law, Grantee(s), their successors, assigns and heirs, shall indemnify, defend and hold harmless Kitsap County and all officials, agents and employees of Kitsap County, from and against all claims arising out of or resulting from the performance of the granting of the **UTILITY EASEMENT**. Claim as used in this document means any financial loss, claim, suit, action damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Grantee(s) obligation to indemnify, defend, and hold harmless includes any claim by the Grantee(s) agents, employees, representatives, or any subcontractor or its employees.
5. If the Grantee(s), their successors, and assigns abandon said utility within the easement area, Grantee(s) will notify Kitsap County Department of Public Works of its intentions within forty-five (45) calendar days of said removal and abandonment. All cost of abandonment and removal will be the responsibility of the Grantee.
6. This **UTILITY EASEMENT** is limited to the Grantee(s), their successors, heirs, and assigns, and on the property under Kitsap County Assessor's Number **092702-1-002-2000** and described in **EXHIBIT "A"**.



200504140041

Page: 4 of 4

04/14/2005 10:05A

PUBLIC WORKS ENGINEERING ESMT \$22.00 Kitsap Co, WA

VEGETATION EASEMENT AMENDMENT

This Vegetation Easement Amendment is made and entered into by and between the Grantor, Kitsap County Department of Public Works and the Grantee, Kitsap County Central Communications.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Lease, numbered as Kitsap County Contract No. KC-375-03, and executed on September 8, 2003, shall be amended as follows:

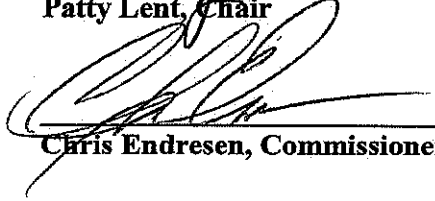
1. Grantor hereby grants unto Grantee an exclusive Vegetation Easement over and across the property described in Exhibit A of the Lease, and further described in the "Schematic" at Exhibit B, attached hereto and incorporated herein by this reference, for the purpose of preserving the existing trees on the property as a functional screen of Grantee's 911 Emergency Communications Tower and ground ancillary equipment.
2. The parties understand and agree that the Grantee has the right to remove sufficient trees on the Lease property for the purpose of providing access into and on the Grantee's 911 Emergency Communications Tower construction site as depicted in Exhibit B.
3. The term of this Agreement shall run concurrently with the term(s) of the Lease.
4. Except as expressly provided herein, all other terms and conditions of the original Lease remain in full force and effect.

EXECUTED this 10th day of May, 2004.

**KITSAP COUNTY BOARD
OF COMMISSIONERS**



Patty Lent, Chair




Chris Endresen, Commissioner

NOT PRESENT

Jan Angel, Commissioner

ATTEST:



Opal Robertson, Clerk of the Board

EXHIBIT "A"

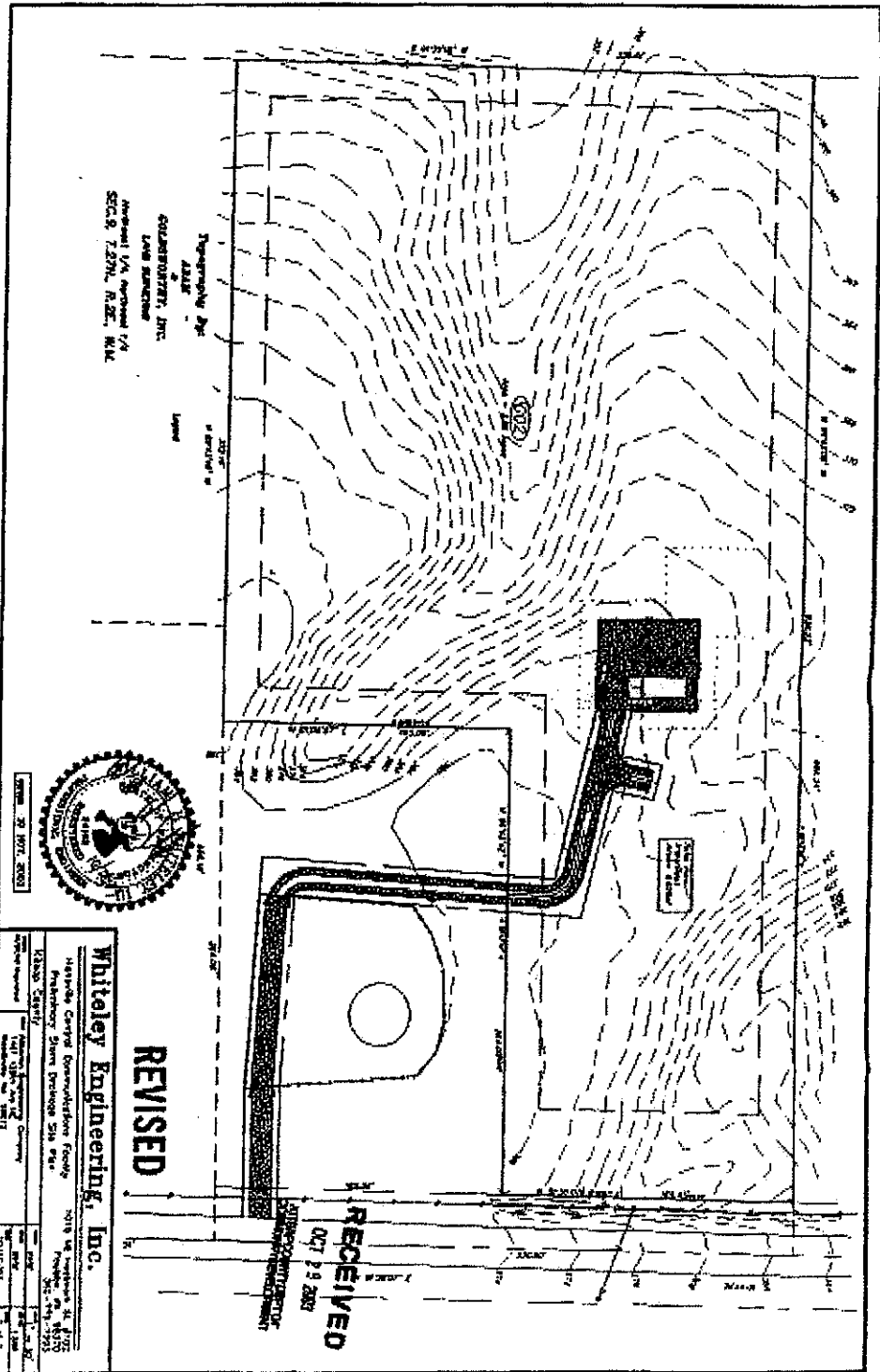
The information contained on this page includes the parcel number and legal description of 3.77 acre parcel located on Hansville Road (West Side) belonging to the Kitsap County Roads Division (per Kitsap County Assessor's office)

LEGAL DESCRIPTION FOR PARCEL: 092702-1-002-2000

Section 09 Township 27 Range 2E

The north half of the southeast quarter of the northeast quarter of the northeast quarter of Section 9, Township 27 North, Range 2 East, W.M., Kitsap County, Washington, except that portion described per Auditor's File No. 9504250039 as follows: Beginning at the northeast corner of said Section 9; thence along the east line of said Section 9, S1°36'30"W 991.48 feet to the South line of the North half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter; Thence leaving said East line, along said South line of the North half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter, N89°59'20"W 30.01 feet to the Westery Right-of-Way of "Hansville Road NE" and the true point of beginning; thence continuing along said South line, N89°59'20"W 264.00 feet; thence leaving said South line, N1°36'50"E 165.06 feet; thence S39°58'20" E 264.00 feet to said Westery Right-of-Way of "Hansville Road NE"; thence along said Right-of-Way, S1°36'30"W 165.06 feet to the true point of beginning.

Source: Kitsap County Assessor



Whiteley Engineering, Inc.
 National Center Governmental Facility
 Piedmont Drive, Durham, N.C. 27703
 Phone: 704-244-1500

LAND SURVEYOR
 State of Virginia License No. 1/A
 Mechanical License No. 1/A
 State of Virginia License No. 1/A

EXHIBIT B to Vegetation Assessment
 KC-375-03 'A'

**Exhibit C
 Site Plan & Equipment Summary**

Kitsap Public Works – Equipment Summary		
Qty	Description	Location
1	Antenna – Transmit & Receive	180-Foot Tower North Leg @ 120-Feet AGL
1	GPS Antenna	On Waveguide Ice Bridge
1	Duplexer	Inside Communications Equipment Building
1	Intermod Panel	
1	Base Station Radio – Primary & Backup	
1	GPS Frequency & Timing Reference	
1	Ethernet Switch	
1	RAD Shelf with Media Converters	

AGL – Denotes Above Ground Level

Site Plan

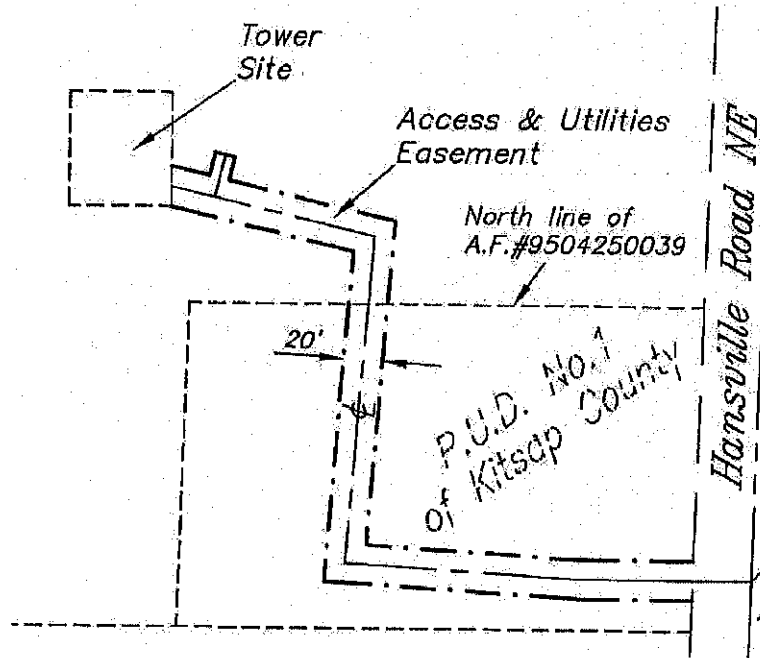


Exhibit D

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

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

The following engineering standards will be observed:

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

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

19. It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).
20. Every effort shall be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

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

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

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

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

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

Kitsap Public Works Site Name: Hansville Road
Kitsap Public Works Agreement ID: KC-166-24

Kitsap 911 Site Name: Hansville Road
Kitsap 911 Agreement ID: K911-055

**Exhibit E
Fee Schedule**

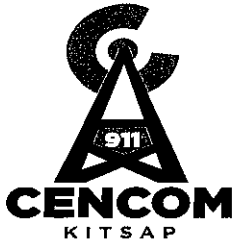
Annual Fee – January 1, 2024 to December 31, 2024

Item	Annual Amount
Tower & Building Use	\$8,195.45
Leasehold Excise Tax	N/A
Power – Commercial, Generator Back-Up & Direct-Current Battery Back-Up	\$437.09
Redundant Microwave Interconnection	<i>See Gold Mountain Lease</i>
Total Annual Payment	\$8,632.54

Initial Payment


Item	Derivation	One-Time Payment
Fee – 2021	Site In-Service 11/23/2021	\$1,316.67
Fee – 2022	3% Escalation of each item	\$8,137.00
Fee – 2023	3% Escalation of each item	\$8,381.11
Total One-Time Payment		\$17,834.78

Hansville Radio Tower Lease Agreement			
		Annual Payment	3% Increase
	2024	8632.54	
	2025	8891.52	258.98
	2026	9158.26	266.75
	2027	9433.01	274.75
	2028	9716.00	282.99
	2029	10007.48	291.48
	2030	10307.70	300.22
	2031	10616.94	309.23
	2032	10935.44	318.51
	2033	11263.51	328.06
	2034	11601.41	337.91
		110,563.81	
	Fee For 2021, 2022 and 2023	17,834.78	
	Contract Amount	128,398.59	



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION			
1. Contractor	Kitsap County Public Works		
2. Purpose	Radio Communications Facility Lease Agreement on View Park		
3. Contract Amount	\$152,241.77	Disburse <input type="checkbox"/>	Receive <input checked="" type="checkbox"/>
4. Contract Term	Jan 1, 2024 to Dec 31, 2034 with two add'l five year terms		
5. Contract Administrator	Matthew Benson	Phone	360-337-4895
Approved:		Date	5-14-2024
B. ACCOUNTING INFORMATION			
1. Contract Control Number	KC-174-24		
2. Fund Name			
3. Payment from-Revenue to CC/Account Nbr	Revenue to Fund 89822		
C. RISK MANAGER REVIEW			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		Date
Reviewer	WCIA		
2. Comments: Contract template reviewed prior.			
D. ATTORNEY REVIEW			
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved		Date
Reviewer	Ken Bagwell		
2. Comments: Contract template reviewed prior.			
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)			

Ratification By Kitsap 911 Executive Committee Chair

Date



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor Kitsap 911

2. Purpose Radio Communications Facility Lease Agreement on View Park Road

3. Contract Amount \$152,241.77 Disburse Receive

4. Contract Term January 1st, 2024 – December 31st, 2034

5. Contract Administrator Matthew Benson Phone 360-337-4895

6. Contract Control No. KC-174-24

7. Fund Name ER&R

8. Grant Funded Yes No

9. Accounting Worktag / Revenue, Spend Category, or Grant 5001.5451.590100

Approved: Andrew B. Nelson, P.E. Date February 28, 2024
 Department Director/Elected Official

B. AUDITOR – Funding Review

1. Approved Not Approved
 Reviewer Christopher Ferranti Date 3/29/2024

2. Comments:

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. Approved Not Approved
 Reviewer Timothy M. Perez Date 4/1/2024

2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1. Approved Not Approved
 Reviewer Aimée Campbell Date 03/29/2024

2. Comments:

E. HUMAN RESOURCES – Human Resources Director Review

Signature only required if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments:

F. INFORMATION SERVICES – Information Services Director Review

Signature only required if technology contract

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments:

G. PROSECUTING ATTORNEY

1. Approved as to Form Not Approved as to Form
 Reviewer Elizabeth Doran Date 03-28-2024

2. Comments:

Date Approved by Authorized Contract Signer:

Date _____

RETURN SIGNED ORIGINALS TO:

Rikki ScottMorgan @ MS- 26

KC-174-24 Kitsap 911 - View Park Radio Site - Kitsap Public Works Lease Agreement
20240124 (003).pdf

KC-174-24 View Park Tower Annual Payment Schedule.pdf

Radio Communications Facility Lease Agreement

THIS LEASE ("Agreement") by and between Kitsap 911, a public authority of the State of Washington ("Lessor"), duly organized pursuant to RCW 35.21.730 through 35.21.759 and existing under the laws of the State of Washington, and Kitsap County, a Washington Municipal Corporation and political subdivision organized and existing under the laws of the State of Washington, on behalf of its Public Works Department ("Lessee").

I. BACKGROUND

WHEREAS, Lessor is the owner of the View Park Radio Communications Facility located at 8869 SE View Park Rd., Port Orchard, Washington ("the Property"), and legally described on Exhibit A, attached hereto and incorporated by this reference, is that of owner with right to sublet; and

WHEREAS, the Property is land leased to Lessor by Pacific Lutheran University and successor-in-interest GTP Towers I LLC, for the purposes of constructing an Emergency Radio Communications Facility ("Facility") pursuant to a Land Lease Agreement, identified as contract Number KC-055-05 executed on February 10, 2005 (Land Lease) and amended thereafter on August 20, 2020 by First Amendment Number KC-055 K911-035, and attached as Exhibit B, and incorporated by this reference; and

WHEREAS, this Agreement is subordinate to the Lessor's Land Lease with Pacific Lutheran University and the First Amendment with GTP Towers I LLC and all provisions of the Land Lease are binding upon both parties; and

WHEREAS, the Lessor and Lessee desire to enter into this Agreement for a 10-year term, subject to the terms and conditions set forth herein; and

WHEREAS, Lessee desires to access the Property to utilize certain portions of the Facility, collectively the Premises, to install certain equipment ("Radio Equipment") on the terms herein set forth herein; and

WHEREAS, Lessee placed its Radio Equipment in service on November 23, 2021 and has been receiving value from Lessor; and

WHEREAS, the parties find and declare that entering into this Agreement is in the best interests of the citizens the parties represent and this Agreement will advance the health, safety, and welfare of said citizens.

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

II. DEFINITIONS

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

(a) "Radio Equipment" means Lessee's entire installation, including Lessee's antennas and equipment installed at the Premises and all electrical and optical waveguide and copper cable communications connections serving same as more specifically described on Exhibit C (Site Plan & Equipment Summary) attached hereto and incorporated herein by this reference.

(b) "Interference" with a radio frequency operation activity means a condition which constitutes "Radio Interference" within the meaning of the Western Washington Cooperative Interference Committee ("WWCIC") Engineering Standard #6 Rev. C (02-97) for Radio Transmitting and Receiving Devices and FM Broadcasting more specifically described on Exhibit D attached hereto and incorporated by this reference, as well as the rules and regulations of the Federal Communications Commission ("FCC").

(c) "Management" means Kitsap 911 or any successor entity designated by Lessor to be manager of the Premises.

(d) "Premises" means Lessor's Radio Communications Facility, fences, area(s) or enclosure(s) as more specifically described on Exhibit "B" and designated by Lessor for the housing of Lessee's equipment in common with Lessor and other tenants' equipment.

(e) "Property" means land owned by GTP Towers I LLC and leased to Lessor for the purposes of constructing the Facility pursuant to a Land Lease Agreement KC-055-05 executed by Lessor Pacific Lutheran University on February 10, 2005 and First Amendment, designated as Lessor's Contract Number KC-055-05 K911-035, executed by Lessor GTP Towers I on August 25, 2020.

(f) "Tenant" or "other Lessee" means any Lessee or broadcaster other than Lessee now or hereafter located on the Premises with the express permission and agreement of the Lessor.

III. AGREEMENT

SECTION 1 COMMENCEMENT DATE, DURATION AND TERMINATION

The initial term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing on January 1, 2024 ("Commencement Date") and ending on December 31, 2034. Subject to the terms and conditions of the Land Lease, a renewal notice shall be sent by Lessor

to Lessee 180 days prior to end of the Initial Term. Lessee shall have the option to renew for up to two (2) additional five (5) year terms ("Renewal Term") unless Lessee gives notice of intent not to renew at the end of the Initial Term or the then current term by giving Lessor written notice of the intent to terminate at least four (4) months prior to the end of the then current term, this Agreement shall automatically be renewed two (2) additional five (5) year terms (each a "Renewal Term").

Subject to notice terms and provisions herein, no Renewal Term shall commence until any defaults or defects in the Lessee's performance have been cured, or a plan describing the corrective actions and dates Lessee will complete cures has been approved by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary in this Agreement, Lessee will have the right to terminate this Agreement for convenience at Lessee's sole discretion any time upon at least 180 days written notice to Lessor.

If Lessor defaults and does not cure the default within thirty (30) days of notice of default from Lessee, the Lessee may terminate without additional notice to Lessor. This right of termination shall be in addition to all other rights and remedies available in law or equity.

SECTION 2 FEES

Annual fees consist of those items described as "Annual Fee – January 1, 2024 to December 31, 2024" in Exhibit E.

- (a) Leasehold Excise Tax (LET) – Should a LET be imposed on this Lease or any interest therein, Lessee shall pay to Lessor the LET as set forth in RCW Chapter 82.29A, or as may be amended. However, Lessee may be assessed LET directly from the Washington State Department of Revenue (DOR) in which case Lessee must submit to Lessor a written request, with supporting documentation from DOR, to terminate or cease LET payment to Lessor.
- (b) Proration - Fees shall be prorated for any partial lease year during the term of this Lease.
- (c) Adjustment - On January 1, 2025 and each January 1 thereafter, including renewal terms, the Annual Fee shall increase 3% for power, 4.25% for tower and building.

Annual Fee is due on the Commencement Date and on each annual anniversary of the Commencement Date thereafter, in advance, payable to Lessor, partial years to be prorated. Lessee shall pay Annual Fee without invoice or other notice from Lessor. Notwithstanding the foregoing, the Annual Fee for the first year of this Agreement is due within thirty (30) days following the Commencement Date. Any payment received

after the due date shall include a Late Payment Penalty of 2% of the Annual Fee for each day or part thereof past the due date.

Any changes, modifications or alterations to Lessee's Radio Equipment must be approved in advance by Lessor, in writing, and may result in the imposition of additional fees, provided, however, such approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything in this Agreement to the contrary, Lessee shall not be required to obtain approval from Lessor for like-kind or similar equipment or antenna changes, or for minor or routine repairs, alterations, or modifications to Lessee's Radio Equipment unless they involve work upon or modification to the Premises in any way.

SECTION 3 LEASE AND ACCESS

Lessor, for the Initial Term and Renewal Terms, if any, and subject to the terms and conditions of this Agreement, grants to Lessee, and Lessee hereby accepts, the non-exclusive right to install and operate Lessee's Radio Equipment upon the Facility.

At all times during the term of this Agreement, Lessee shall have the right to access its Radio Equipment 24 hours per day 365 days per year. Lessor shall provide one set of keys to Lessee to access the Premises. Lessor will make a good faith effort to promptly provide new key to Lessee due to key changes by Lessor. Lessor reserves the right to deny access the Premises to any service agencies or individual persons at the reasonable discretion of Lessor.

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

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

Lessor reserves the right to escort Lessee's authorized personnel at its discretion, at any time Lessee's authorized personnel access the Premises.

SECTION 4 TECHNICAL STANDARDS

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

- (a) Approve the location of all of Lessee's Radio Equipment upon Lessor's tower, such approval shall not to be unreasonably withheld, conditioned, or delayed;
- (b) Approve the size, type, and quality of the Radio Equipment, including all material and substantive repairs and electrical connections thereto;
- (c) Require Lessee, at Lessee's expense, to take all action necessary to eliminate objectionable interference that is caused directly by Lessee's Radio Equipment to equipment that is existing on the tower prior to the Commencement Date of the Agreement;
- (d) Require Lessee to temporarily cease operation or reduce radio transmitter power as may be required to conduct tests, perform tower work, or make emergency repairs.

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

Lessee shall provide Lessor with the following information prior to the execution of this Agreement:

- A system diagram of Lessee's Radio Equipment located at the Premises depicting duplexers, filters, cavities, isolators, and combiners; and
- A legible drawing detailing the antenna and equipment installation and all elevations and distances from ground and supporting structures.

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

- Name
- Site Identifier
- Telephone Number which is always answered by a person knowledgeable about the Radio Equipment and who can dispatch Lessee's technical representative.

Revisions to above information shall be provided by Lessee to Lessor not later than 5 business days prior to making any changes.

Except as otherwise provided in Section 2 above, Lessee shall not raise radio transmitter power, change antennas, change equipment, change frequency or in any other way modify their Radio Equipment without the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 5 ELECTRICAL POWER

During the term of this Agreement, Lessor will provide Lessee with access to Lessor-owned on-site electric service connection for power supplied by a commercial utility company, Lessor's generator, and Lessor's direct-current battery power system to operate Lessee's Radio Equipment installed hereunder at Lessee's sole expense.

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

SECTION 6 INSPECTION

Lessee shall notify Lessor upon completion of initial installation of Lessee's Radio Equipment and shall afford Lessor the opportunity to inspect the installation. Lessor's inspection of such installation shall not be construed in any way as approval by Lessor of the adequacy or safety of the installation or a waiver of any of Lessor's rights hereunder; and Lessee shall be solely responsible for the adequacy and safety of the installation and operation of its Radio Equipment. Lessee shall pay to Lessor on demand the cost of repairing any damage to the Premises to the extent caused by Lessee's installation of its Radio Equipment.

Lessee acknowledges that Lessor's technical staff routinely inspect the Premises and may conduct inspections of Lessee's Radio Equipment. If a problem with Lessee's Radio Equipment is discovered, Lessor shall immediately notify Lessee of the problem. The parties may establish a mutual date to conduct a joint visit to the Premises to inspect the problem identified by Lessor's technical staff and to determine whether maintenance or repair is necessary to ensure the Premises is not damaged as a result of the identified problem. Any Lessee repairs to the Radio Equipment shall be performed to Lessor's reasonable satisfaction.

SECTION 7 LAWFUL CONDUCT

Lessee represents and warrants during the term of this Agreement that it has authority from the FCC (and any other applicable local, state, or federal agency having jurisdiction) to

install, operate and maintain its Radio Equipment in the manner contemplated under this Agreement.

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

SECTION 8 ASSIGNMENT

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

It is agreed that Lessor may assign or transfer this Agreement without Lessee's consent and provide Lessee with notice of assignment or transfer of Lessor's interest in the Premises.

SECTION 9 SUBLET

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

SECTION 10 HARMFUL INTERFERENCE

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

Lessee agrees that Lessee's Radio Equipment and hardware related thereto, and the installation, maintenance, operation, repair and / or removal thereof, will in no way damage

the Premises' Facility' electrical, HVAC, generator or other systems, or materially and adversely interfere with the existing use by Lessor or any existing tenants of the Premises Facility electrical, HVAC, generator, or other systems, or materially and adversely interfere with the existing operation of communications devices by Lessor or by pre-existing Tenants or other Lessees of the Lessor provided that the communications devices of such pre-existing Tenants or other Lessees of Lessor were installed prior to the installation of Lessee's Radio Equipment. If such damage or interference should occur, Lessee shall suspend operation of its Radio Equipment within seventy-two (72) hours after receipt of such written notice and promptly correct the damage or interference in question. Lessor reserves the right to disconnect power to any such Lessee's Radio Equipment which Lessee fails to suspend or correct after proper notification and waiting period, or without notifying Lessee in the event Lessor reasonably determines an emergency situation exists related to an imminent risk of harm or injury to persons and Lessor shall have no liability to Lessee for such emergent disconnection. Lessor agrees to use best efforts to contact Lessee prior to disconnecting power to Lessee's Radio Equipment.

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

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

SECTION 11 LIENS

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

SECTION 12 ADDITIONAL SPACE

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

SECTION 13 INSURANCE

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence Form CG 00 01 and shall cover premises and contractual liability. Lessor shall be included as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00.01.
3. Property insurance shall be written on an all risk basis. Lessee may self-insure this risk under the same terms as required by this Agreement.

D. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

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

E. Other Insurance Provisions

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Before work commences, the Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee. However, failure of Lessee to provide the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessee will make available to Lessor full insurance policies.

H. Waiver of Subrogation

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

I. Notice of Cancellation

Within two (2) business days of receipt by Lessee, the Lessee shall provide the Lessor with written notice of any policy cancellation or non-renewal of any required insurance that is not replaced.

J. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease 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 the Lessor on demand.

K. Lessor Full Availability of Lessee Limits

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

L. Self-Insurance

Notwithstanding the forgoing, Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligations under this Agreement to include Lessor, as an additional insured, the following conditions apply:

- i. Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and
- ii. Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and
- iii. Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

SECTION 14 TAXES

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

SECTION 15 RECONSTRUCTION

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

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

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

SECTION 16 BREACH OR DEFAULT

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

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

SECTION 17 REMEDIES

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

SECTION 20 INDEMNIFICATION / HOLD HARMLESS

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

SECTION 21 ATTORNEY FEES

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

SECTION 22 NON-WAIVER of BREACH

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

SECTION 23 OTHER DOCUMENTS

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

SECTION 24 HAZARDOUS MATERIALS

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

Each party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation,

directive, litigation, investigation or proceeding which is in any way related to: a) that party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that party's activities conducted on the Property.

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

SECTION 25 MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court. This Agreement replaces and supersedes all prior Agreements and understanding between the parties with respect to the subject matter herein.

(b) Except as otherwise provided in Section 2 above, no alterations, modifications or changes in this Agreement shall be valid unless made in writing and agreed to by both parties. Nothing in the execution and performance of this Agreement shall be deemed in any way to constitute the parties as joint ventures or partners with each other.

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

Kitsap Public Works Site Name: Hansville Road
Kitsap Public Works Agreement ID: KC-174-24

Kitsap 911 Site Name: View Park
Kitsap 911 Agreement ID: K911-056

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

>>>SIGNATURES ON FOLLOWING PAGES<<<

Kitsap Public Works Site Name: View Park Road
Kitsap Public Works Agreement ID: KC-174-24

Kitsap 911 Site Name: View Park
Kitsap 911 Agreement ID: K911-056

Dated this 22 day of April, 2024.

Lessee

**Board of County Commissioners
Kitsap County, Washington**



Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this _____ day of _____, 2024 before me, a Notary Public in and for the State of Washington, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the Board of County Commissioners of Kitsap County to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.


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

NOTARY PUBLIC in and for the State of _____

Residing at _____
My appointment expires _____
Print Name _____

*Not required.
See page 17 for attestation.*

Lessor
Kitsap 911

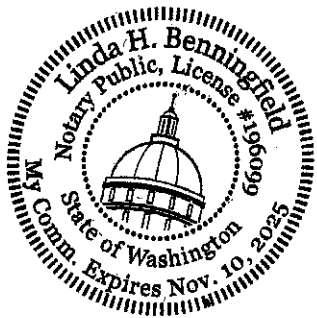


Maria K. Jameson-Owens, Executive Director

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 7^m day of May, 2024, before me, a Notary Public in and for the State of Washington, personally appeared Maria K. Jameson-Owens, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Executive Director of Kitsap 911 to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



Linda H. Benningfield
NOTARY PUBLIC in and for the State of
Washington
Residing at Silverdale, WA
My appointment expires 11-10-2025
Print Name Linda H. Benningfield

Kitsap Public Works Site Name: View Park Road
Kitsap Public Works Agreement ID: KC-174-24

Kitsap 911 Site Name: View Park
Kitsap 911 Agreement ID: K911-056

Exhibit A
Legal Description

Lessor's Property is located at 8869 SE View Park Rd., Port Orchard, Washington, situated in the County of Kitsap State of Washington commonly described as follows:

Assessor's Parcel 152302-4-004-2008

The West 500 Feet of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 23 North, Range 2 East, W.M., Kitsap County, Washington; Except the South 20 feet thereof.

Kitsap Public Works Site Name: View Park Road
Kitsap Public Works Agreement ID: KC-174-24

Kitsap 911 Site Name: View Park
Kitsap 911 Agreement ID: K911-056

Exhibit B
Communications Site Land Lease
Kitsap County Public Work
and Kitsap 911

>>>Original Lease & Assignment – 22 Pages Follow<<<
>>>First Amendment – 5 Pages Follow<<<

ORIGINAL

TELECOMMUNICATIONS SITE RENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between Pacific Lutheran University a Non Profit Corporation ("Landlord"), and Kitsap County, a municipal corporation and political subdivision of the State of Washington, acting through Kitsap County Central Communications, ("USER"), for the purpose of providing facilities for USER's communications equipment at Landlord's communication facility located on View Park Road in Kitsap County, Washington.

SECTION 1. THE PROPERTY AND USE

1.1 Landlord is the owner of real property located on View Park Road in Kitsap County, Washington (the "Landlord's Property"), more particularly described as set forth on Exhibit A attached hereto, which by this reference is made a part hereof, on which is located a radio tower (the "Tower"); and

1.2 USER is the countywide 911 Emergency Communications and Public Safety Dispatch Center for Kitsap County and desires to lease from Landlord space on the Premises.

1.3 Landlord leases to USER and USER leases from Landlord that portion of Landlord's Property—consisting of approximately 113 square feet located in the eastern most room of the southern most building on the Landlord's Property, and space on the tower to locate antennas, which space and the antennas are more particularly described in Exhibit B, which by this reference is made a part hereof, together with the right of access to said Premises. USER shall only use the Premises for lawful activity in connection with the provision of county government communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to make reasonable effort to cooperate with USER in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for USER's intended use of the Premises.

1.4 Landlord represents and warrants that it has full right, power, and authority to execute this Agreement. Landlord hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow USER to install and operate USER's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property.

SECTION 2. LEASE TERM

2.1 The Initial Lease Term shall be fifteen (15) years, commencing upon February 1, 2005 and terminating on January 31, 2025. The Lease shall automatically renew for up to two (2) additional five (5) year terms (each as an Extension Term) upon the same terms and conditions

as set forth in this Lease unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least ninety (90) days prior to the expiration of the then current Term or Extension Term.

2.2 Upon the termination or expiration of the Lease Term, USER shall remove its equipment from the Property and surrender the Property to Landlord in as good a condition as when initially leased, normal wear and tear excepted. Any damage to the Property caused by removal shall be billed to and paid by USER. If USER has not removed its equipment from the Property within sixty (60) days of termination or expiration of the Lease Term, Landlord may remove and store the equipment in any place selected by Landlord, including, but not limited to, a public warehouse, at the expense and risk of USER. If USER shall fail to pay the cost of storing the equipment Landlord may, after the resulting default has occurred for thirty (30) days, sell any and all of the equipment at public or private sale and shall apply the proceeds of such sale as follows: first, to the cost of the sale; second, to the payment of charges for storage, if any; third, to the payment of any other sums which may be due from USER to Landlord under this Agreement; and finally, the balance, if any, to USER.

2.3 Upon the termination or expiration of the Lease Term, should USER remain in possession of the Property, the occupancy shall be a month-to-month tenancy, terminable by either party on ninety (90) days written notice to the other. The monthly rent during such tenancy shall be one hundred and twenty-five percent (125%) of the monthly rent payable under this Lease for the last full calendar month of the Lease Term.

2.4. USER agrees to diligently seek to renew and maintain the funding supporting this lease. USER may terminate this Lease if necessitated by any governmental action resulting in the withdrawal of funding, which supports this Lease, upon ninety (90) days' written notice to Landlord.

SECTION 3. RENTAL RATE

USER shall pay Landlord an initial base rent of \$2,007.46 per month commencing on the first day of the month following User's start of installation of its equipment on the property or 60 days from the date of this Agreement, whichever occurs first. Thereafter, rent shall be paid in advance on or before the first day of each month. Should equipment installation by USER commence on any day other than the first day of the month, rent for the period between commencement of installation and the first day of the next month shall be prorated and is payable on or before the first day of the first full month of the Lease Term. In the event any payment of rent is not paid within fifteen (15) days after it becomes due, a late fee equal to five percent (5%) of such overdue amount will be charged. All payments required by USER shall be made without deduction or offset to Landlord at the address listed below or at such other place as the Landlord may designate in writing.

For each year after the first year an annual compound adjustment of four and one-quarter percent (4.25%) shall be paid beginning at the first month of each new year of the entire term. At least eleven months prior to the end of the last year of the Initial Lease Term and any Extension Term, KPLU shall give notice of its election to either:

- A. Continue the next term adjusting the rent by the annual compounded adjustment used during the preceding term or,
- B. Reestablish the rent to then "Current Fair Market Rental Value". "Current Fair Market Rental Value" means the competitive rental rates for comparable facilities in the Puget Sound area. No later than thirty (30) days following USER's receipt of Landlord's Notice of Election, USER may, at its option, challenge the "Current Fair Market Rental Value" if Landlord has selected that option. USER may challenge this value by giving written notice that USER desires arbitration. The notice shall specify USER's selection of an arbitrator. Within fifteen (15) days after receipt of that notice, Landlord shall select its arbitrator. Within the next twenty (20) days, the two arbitrators shall select a third disinterested person as a third arbitrator. The three arbitrators shall then judge the dispute. If the two arbitrators appointed by the parties are unable to agree upon the appointment of a third arbitrator within the twenty (20) day period then they shall notify the parties of this fact and, if the parties fail to agree upon a selection of a third arbitrator within fifteen (15) days after notice has been received, then either party may apply for the appointment of a third arbitrator by the Superior Court of Pierce County, Washington. The arbitrators shall determine the then "Fair Market Rental Value" of the property. A determination of the majority of the arbitrators shall be the decision of the arbitrators. If two or more of the arbitrators cannot agree, then the determination of the third arbitrator appointed by the first two shall be the decision of the arbitrators. The decision of the arbitrator(s) shall be conclusive and binding upon the parties. Each party will pay for the cost of their own arbitrator and one-half of the fees and costs of the third arbitrator.

SECTION 4. IMPROVEMENTS AND UTILITIES

- 4.1 USER shall have the right, at its sole expense, to place and maintain on the Tower those antennas at specific heights as described in Exhibit B. USER shall have the right, at its sole expense, to place and maintain within the leased space within the equipment building, improvements, personal property, equipment, and facilities necessary for conducting county government communications services. No other improvements will be made without prior written consent of the landlord. USER's Facilities shall remain the exclusive property of USER, and USER shall have the right to remove USER's Facilities on or before the expiration or termination of this Agreement. Title to USER's Facilities shall be held by USER or its equipment lessors or assigns. USER's Facilities shall not be considered fixtures.
- 4.2 The parties agree that before USER's Facilities may be installed, the structural capability of the Tower to bear these additional loads must be confirmed.
- 4.3 USER has the right to do all work necessary to prepare, add, maintain, and alter the Premises for USER's communications operations and to install transmission lines connecting antennas to transmitters and receivers. USER agrees that it will return Landlord's Property to the same condition or better promptly after the installation or repair as it was immediately prior to USER's installation or repair work.

4.4 All construction of improvements and modifications as provided under this Agreement shall be accomplished in compliance with all applicable laws, ordinances, regulations, and restrictions. USER shall not begin any construction until it has provided Landlord with plans and specifications for the improvements, all necessary building permits, and certificates evidencing insurance coverage as required by this Agreement. USER will insure that all work is performed in a manner that does not obstruct access to Landlord's Property or the Tower, and does not interfere with other tenants use of their space being leased from Landlord.

4.5 USER, its agents, employees, and subcontractors shall at all times be in compliance with the Department of Labor and Industries' guidelines of safety standards for construction work Part C1, Chapters 296-155. This section sets forth requirements for employers and subcontractors to provide and enforce the use of fall protection of workers in construction, alteration, repair, and maintenance of Tower.

4.6 USER agrees to indemnify and hold Landlord, its agents and employees, harmless from all demands, claims, fines, penalties, liabilities and damages incurred in connection with or arising from (a) the use or occupancy of the Premises by USER or any person claiming under USER; (b) any activity, work or thing done, or permitted or suffered by USER in or about the Premises; (c) any acts, omissions or negligence; of USER or any person claiming under USER, or the contractors, agents, employees, invitees, or visitors of USER; and (d) any injury or damage to the person, property, or business of USER, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of USER. Without limiting the foregoing, USER's obligation to indemnify Landlord under this section includes the obligation to indemnify for losses resulting from death or injury to USER's employees, and USER accordingly hereby waives any and all immunities it now has or may hereafter have under any Industrial Insurance Act, or other worker's compensation, disability benefit or similar act to the extent such immunity would preclude a claim for indemnification by Landlord. This waiver is for the exclusive benefit of landlord and is not intended, and will not be construed, to be for the benefit of any employees of USER or for the benefit of any other person. If any action or proceeding is brought against the Landlord, its employees or agents by reason of any claims covered by the indemnity set forth in this section, USER, upon notice from Landlord, will defend the claim at USER's expense with counsel reasonably satisfactory to Landlord.

4.8 During the Lease Term, Landlord will separately meter and provide commercial electrical power to USER and emergency power generated by Landlord to operate USER's equipment. The parties understand and agree that Landlord shall not be liable in any way for any claim for damages or loss for failure of commercial power supplied by a utility company or emergency power generated by Landlord. Landlord will bill cost for electrical power to USER semi-annually at the rate Landlord is paying for the power at the time of billing.

4.9 Landlord shall pay when due, all real property taxes and all other taxes, fees, and assessments attributable to the Premises or Landlord's Property; however, if Landlord is assessed personal or real property taxes based upon USER'S facilities, then USER will, upon request, pay Landlord the amount of such taxes attributable to USER's facilities.

4.10 Except as otherwise required herein, USER shall not be required to make any repairs to the Premises except for damages to the Premises caused by USER, its employees, agents, contractors, or subcontractors.

4.11 If Landlord is required at any time during the term of this Lease to conduct a study of the non-ionizing electromagnetic radiation study at the Landlord's Property, USER shall pay its proportionate share of the cost of that study. Landlord shall provide notice and a written cost estimate to USER prior to commencing the study.

4.12 USER's "effective radiated power" shall not exceed their licensed level of "ERP" of their FCC Operator's License.

SECTION 5. INSPECTION

Landlord shall have the right to inspect USER's equipment at any time during the Lease Term to ensure compliance with this Agreement.

SECTION 6. LAWFUL CONDUCT

6.1 USER represents and warrants during the Lease Term that it has full power and authority from the FCC (or any other state or federal agency having jurisdiction) to install, operate, and maintain its equipment in the manner contemplated under this Agreement.

6.2 USER shall comply with all applicable federal, state, county, and municipal laws and ordinances (including any applicable zoning or health regulation or ordinances). Without limiting the foregoing, USER shall install and operate its equipment in compliance with the rules and regulations of the FCC and USER's Instrument of Authorization. USER shall furnish Landlord with a copy of its current license and subsequent renewals for Landlord's files. A copy of USER's license shall be posted at all times on USER's equipment. USER shall operate its equipment in compliance with the applicable standards for this site as established by the Western Washington Cooperative Interference Committee.

6.3 Landlord represents and warrants that the tower it owns, leases, and subleases complies with all laws and regulations applicable to such tower with respect to its present use, including, but not limited to, Federal Aviation Administration and FCC tower lighting, maintenance, and marking regulations. Landlord assumes any and all responsibility for ensuring continued compliance with such laws and regulations during the Lease Term, including any renewals thereof, provided, however, that any noncompliance is not caused by the intentional or negligent act(s) of USER.

SECTION 7. HARMFUL INTERFERENCE

7.1 In the event USER's system is rendered unusable in whole or substantial part due to harmful interference, USER shall immediately give written notice of such to Landlord. Parties shall undertake a good faith effort to correct or remedy such interference. The parties understand and agree that Landlord shall not be liable in any way for claims for damages or loss for harmful interference beyond its obligation to undertake a good faith effort to correct or remedy such

interference. If harmful interference is caused by a third party, and cannot be remedied within a reasonable time, and such interference prevents USER from operating according to its licensing requirements, then USER has the right to terminate this Agreement on thirty (30) days notice, with no penalty or further responsibility under this Agreement. Landlord agrees that any sublease executed by it subsequent to USER's Lease shall contain a non-interference clause to prevent interference with USER's communications equipment.

7.2 USER represents that it has inspected the Tower and the other equipment and antennas on the Tower. USER represents that its equipment and antennas and the use of the equipment and antennas will not cause interference with the normal use of the other equipment and antennas on the Tower. In the event that USER is notified by Landlord or others that USER's equipment or antennas are causing interference with other existing equipment or antennas on the Tower or on Landlord's Property, then USER will, at USER's cost immediately reduce the power or take such other action as is appropriate to eliminate such interference. If USER's facilities are operated within the parameters set forth on USER's FCC Operator's License and still cause such interference, then USER shall have the right to terminate this Agreement on thirty (30) days written notice, with no penalty or further responsibility under this Agreement.

SECTION 8. ACCESS

8.1 At no additional charge and at all times during the Lease Term and any renewal thereof, Landlord shall provide USER ingress and egress, to access and service the tower, Equipment Shelter, and USER Facilities from a public road. USER shall also have the right to install and maintain underground electrical service in areas reasonable to Landlord.

8.2 KPLU-FM, or its designated representative, shall have the right throughout the Lease Term and any Renewal Term to require USER to temporarily cease operation or reduce power as may be required to conduct tests, perform tower work, make emergency repairs, or maintain the transmission facilities while ensuring compliance with FCC, RF radiation safety requirements. Such events, insofar as possible, shall be preceded by 24-hour notice and shall occur at times mutually agreeable to USER and KPLU-FM.

SECTION 9. ASSIGNMENT AND SUBLETTING

USER shall not assign, sublet, sell, convey, mortgage, encumber, or otherwise transfer this Agreement without prior written approval of Landlord, which shall not be unreasonably withheld.

SECTION 10. LIENS

USER shall not permit any lien to be imposed upon the Property of Landlord as a result of work done by or on behalf of USER. USER shall indemnify and hold Landlord harmless against any and all expenses, including reasonable attorney's fees, in connection with any such lien.

SECTION 11. INSURANCE, RECONSTRUCTION, CONDEMNATION

11.1 Landlord acknowledges, accepts and agrees that the USER is self-insured, and USER shall provide proof of such self-insurance upon the request of the Landlord.

11.2 Landlord shall, at its own expense, maintain fire and liability insurance upon its tower and building. In the event that Landlord's tower or building are damaged or destroyed to such an extent as to render either tower or building unusable in whole or substantial part, Landlord may terminate this Agreement as of the date of such occurrence or rebuild or repair either tower or building. Landlord shall give USER written notice of its election within twenty-one (21) days of the damage. If Landlord elects to rebuild or repair, and does so without unnecessary delay, USER shall be bound by this Agreement, except that rent and electrical power charge shall be abated for the time necessary to rebuild or repair. However if the damage results from the fault or neglect of USER, there shall be no such abatement. If Landlord fails to give any notice of election within twenty-one (21) days of the damage, USER shall have the right to declare this Agreement and all obligations hereunder, terminated. USER shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Property, or any inconvenience occasioned by such damage, repair, reconstruction or restoration, unless such is caused by or due to the gross negligence of Landlord, provided, however, that USER shall have the right to place a temporary equipment shelter and tower on the Property as is reasonably necessary to maintain USER'S communication operations during the time periods described herein for notice and rebuilding and repair. The location of such temporary equipment shelter and tower shall be subject to approval of Landlord, which shall not be unreasonably withheld.

11.3 If a condemning authority takes all or a portion of Landlord's Property, which in USER's reasonable opinion is sufficient to render the Premises unsuitable for USER's use, then USER may terminate this Agreement as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for USER shall include, the value of USER's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the Agreement, and any other amounts recoverable under condemnation law), but in any case, any amount claimed by USER will not reduce the amount to be paid to Landlord for the condemnation of Landlord's Property and, to the extent, such amount includes amounts claimed by USER, then USER waives its right to such damages or payment. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

SECTION 12. HAZARDOUS MATERIALS

12.1 As used in this Agreement, the term "hazardous materials" shall be interpreted broadly and shall include all substances included by definition in any legislation, ordinance, or regulation dealing with hazardous or dangerous materials or waste. The term "costs" as used in this paragraph includes all damages, loss, expense or liability, fines or penalties, diminution of property value, consultant and expert fees, and attorney's fees, including those on appeal, incurred because of the investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or other political subdivision or in settlement with such bodies.

12.2 If hazardous materials are used, stored, generated, or disposed of on or in the Property by USER, or if the Property is contaminated by hazardous material in any manner during the Lease Term by USER, USER shall hold Landlord harmless from and indemnify Landlord against any resulting costs.

SECTION 13. DEFAULT

Any failure by USER to timely pay rent or any other amount due to Landlord, or the failure by USER to perform any other obligation under this Agreement shall constitute a default.

SECTION 14. REMEDIES

If USER fails to pay the rent after five (5) days written notice from Landlord, or if USER fails to remove interference caused by USER's facilities within five (5) days after notice from Landlord, or if any other default is not cured within thirty (30) days of notice from Landlord, then Landlord may terminate this Agreement and re-enter and take possession of the Property. Notwithstanding any such re-entry, USER's liability for the rent or any other payment shall not be extinguished for the balance of the Lease Term and User shall pay Landlord the difference between such amounts and any lesser rental that Landlord may obtain, together with all costs of re-letting, including brokerage fees. Landlord may, but shall not be obligated to, cure any default by USER and notify USER of the amounts expended. USER shall immediately pay such additional amounts to Landlord upon receipt of such notification. All payments by USER to Landlord under this Agreement shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. In addition to the foregoing remedies, Landlord shall be entitled to exercise all other remedies available at law.

SECTION 15. NOTICES

All notices required by this Agreement or otherwise, and any other communications shall be in writing and shall be deemed given upon actual delivery or three (3) days after such notice is mailed by certified mail, proper postage prepaid, to the following:

If to Landlord:

KPLU
Pacific Lutheran University
1010 S 122nd St
Tacoma, WA 98447

If to USER:

Kitsap County Central
Communications
Attn: Ron McAfee, Director
911 Carver St.
Bremerton, WA 98312

The above addresses may be changed by written notice given as provided above.

SECTION 16. ATTORNEY FEES

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall recover its costs and reasonable attorney's fees, including those for appeals.

SECTION 17. WAIVER OF BREACH

SECTION 17. WAIVER OF BREACH

No act or failure to act by Landlord as to any breach by USER of any of its obligations under this Agreement shall be a waiver of any subsequent breach or of any other obligation under the Agreement.

SECTION 18. VENUE AND GOVERNING LAW

Any legal action brought under the terms of this Agreement shall be in Pierce County and shall be governed by the laws of the State of Washington.

SECTION 19. SUCCESSORS AND ASSIGNS

This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

SECTION 20. OTHER PROVISIONS

20.1 This Agreement, including the attached exhibits, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction, if any, are merged into this Agreement.

20.2 Any changes, modifications, amendments, renewals, extensions, or alterations to this Agreement must be in writing and must be signed by Landlord and USER.

20.3 USER may not record this Agreement in any public records, except as required by law. On request, Landlord will execute a Memorandum of Lease in form suitable for recording, provided that USER executes a Release and deposits it with Landlord or in escrow to assure that Landlord's title can be cleared on termination of the Agreement. Landlord understands and acknowledges that this Agreement is subject to disclosure as required by the Washington State Public Disclosure Act, RCW 42.17 or any other applicable law or regulation.

20.4 TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

20.5 The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope of this Agreement or the intent of any provision.

To signify their consent to this Agreement, Landlord and USER have executed, or caused to be executed, this Agreement on the day and year indicated below.

LANDLORD:

KPLU-FM, PACIFIC LUTHERAN UNIVERSITY, a Washington nonprofit corporation. _____

By: Shari Jane

Title: VP, Finance & Operations

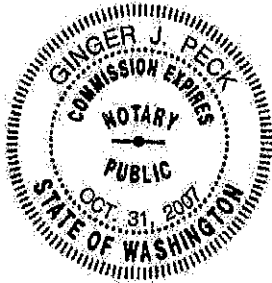
Date: 2/10/2005

STATE OF WASHINGTON)

County of Pierce) ss.

On this day Sheri Jeanne Tonn personally appeared before me, to me known to be the Vice President, Finance + Ops of Pacific Lutheran University, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 10th day of February 2005.



Ginger J. Peck
Ginger J. Peck

(Type/Print Name)

Notary Public in And For the State of Washington,
residing at Covah WA

My appointment expires: 10-31-07

Executed this _____ day of _____, 2005.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHRIS ENDRESEN, Chair

JAN ANGEL, Commissioner

PATTY LENT, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board

STATE OF WASHINGTON)

)ss.

County of)

On this day _____ personally appeared before me, to
me known to be the _____ of Pacific Lutheran University,
the nonprofit corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that he/she was authorized to execute said
instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, 2005.

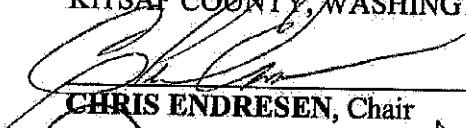
(Type/Print Name)

Notary Public in And For the State of Washington,
residing at _____

My appointment expires: _____

Executed this 28th day of Feb, 2005.

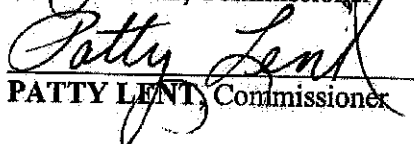
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



CHRIS ENDRESEN, Chair



JAN ANGEL, Commissioner



PATTY LENT, Commissioner

ATTEST:



Opal Robertson, Clerk of the Board

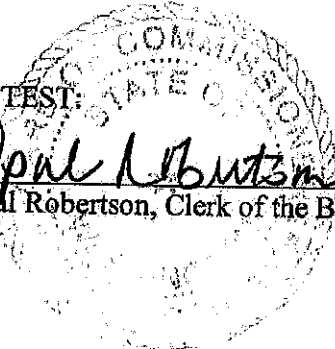


EXHIBIT B

Details on antennas and specific heights on tower at which they will be placed:

- 205 Feet 1 - Andrew PL4 4' Microwave Antenna
- 245 Feet 1 - RFS PD455 Antenna
- 250 Feet 2 - RFS PD620 Antenna
- 300 Feet 1 - RFS PD620 Antenna

EXHIBIT C
TELECOMMUNICATIONS SITE RENTAL
KC-055-05

Term of contract: 15 years
Annual Compound: 4.25%

Year#	Year	Monthly Rental Amount	Annual Compound	Monthly Total Rental	Yearly Amount
1	2005	\$ 2,007.46		\$ 2,007.46	\$ 24,089.52
2	2006	\$ 2,007.46	\$ 85.32	\$ 2,092.78	\$ 25,113.32
3	2007	\$ 2,092.78	\$ 88.94	\$ 2,181.72	\$ 26,180.64
4	2008	\$ 2,181.72	\$ 92.72	\$ 2,274.44	\$ 27,293.32
5	2009	\$ 2,274.44	\$ 96.66	\$ 2,371.11	\$ 28,453.28
6	2010	\$ 2,371.11	\$ 100.77	\$ 2,471.88	\$ 29,662.55
7	2011	\$ 2,471.88	\$ 105.05	\$ 2,576.93	\$ 30,923.21
8	2012	\$ 2,576.93	\$ 109.52	\$ 2,686.45	\$ 32,237.44
9	2013	\$ 2,686.45	\$ 114.17	\$ 2,800.63	\$ 33,607.53
10	2014	\$ 2,800.63	\$ 119.03	\$ 2,919.65	\$ 35,035.85
11	2015	\$ 2,919.65	\$ 124.09	\$ 3,043.74	\$ 36,524.88
12	2016	\$ 3,043.74	\$ 129.36	\$ 3,173.10	\$ 38,077.19
13	2017	\$ 3,173.10	\$ 134.86	\$ 3,307.96	\$ 39,695.47
14	2018	\$ 3,307.96	\$ 140.59	\$ 3,448.54	\$ 41,382.52
15	2019	\$ 3,448.54	\$ 146.56	\$ 3,595.11	\$ 43,141.28
Total Contract Amount					\$ 491,418.01



Global Tower Partners
1801 Clint Moore Road—Suite 110
Boca Raton, FL 33487
Phone: 561.995.0320
Fax: 561.995.0321

July 22, 2008

Kitsap County Central Communications
Kitsap County
Attention: Ron McAfee, Director
911 Carver Street
Bremerton, WA 98312

RE: GTP Site Name: View Park
GTP Site ID: WA-5005
Site Address: 8869 View Park Rd.
Site City, State & Zip: Port Orchard, WA 98447
GTP Tenant Lease ID: 10769

Dear Lessee:

GTP TOWERS I, LLC, is pleased to announce its recent acquisition of the communication facility located at 8869 View Park Rd. This facility was previously owned by **PACIFIC LUTHERAN UNIVERSITY**. We welcome you to our company and sincerely hope that we can meet all of your needs. Enclosed for your records is a copy of the Assignment and Assumption or Site Lease Agreement dated July 18, 2008, our Form W-9 and a letter from our Operations Department.

In order to effectively operate this site we are requesting the following information from you:

- Please complete the attached contact and cross-reference information form
- Please send us an updated certificate of insurance naming GTP TOWERS I, LLC as the certificate holder and additional insured, referencing Site View Park, WA-5005.
- Lastly, please complete the attached Equipment Configuration form.

Effective immediately, please remit all tower payments (including rent, utilities, property taxes and any other fees) to the following address:

Global Tower, LLC
c/o Bank Atlantic
P.O. Box 8312
Fort Lauderdale, FL 33310-8312

If you prefer to send us your payments via wire, please contact Susan Perry at 561-886-3908 for our ACH information. All of the forms listed above and any future correspondence for GTP should be sent directly to:

GTP TOWERS I, LLC
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487-2752
Attn: Leasing Administration
FAX: 561-995-0321

Please visit our website at www.gtpsites.com for more company information. If you have any questions or concerns please contact the person on the attached GTP Contact Sheet or call our main number **561-995-0320**, Monday through Friday 8:30am to 5:30pm EST. You may also reach me directly at **561-886-5870** or by email at dkasavana@gtpsites.com. We look forward to working with you and assisting you with all of your growing telecommunication opportunities.

Sincerely,

Dagan Kasavana

Dagan Kasavana
Director – Mergers & Acquisitions



Quick Contact Information Form – Retain this for your future reference:

GTP Site ID: WA-5005
GTP Site Name: View Park
GTP Site Address: 8869 View Park Rd.
GTP Tenant Lease ID: 10769

Contact Names for this site and your lease:

GTP Regional Leasing Manager: (Contact for any installations, modifications and additions)

Name: Bill Maxwell
Phone: 419-779-0343
Email: bmaxwell@gtpsites.com

GTP Accounting/Payment:

Name: Romauld Poleon
Phone: 561-886-5877
Email: rpoleon@gtpsites.com

KC-055-05



Jeff Bauman
Asst General Manager,
Dir of Support Services
KPLU
12180 Park Ave S
Tacoma WA 98447-0885
PHN: (253) 536-6009
FAX: (253) 535-8332
e-mail: jbauman@kplu.org

August 11, 2008

Kitsap County Central Communications
Accounts Payable
Attn: Marie Pedroza
911 Carver Street
Bremerton, WA 98312

Dear Kitsap County:

Please be informed that Pacific Lutheran University (dba KPLU) no longer owns the property or tower on View Park Road (Kitsap County, WA) where you lease space. This letter accompanies an invoice for electrical power between April 22, 2008 and July 18, 2008. Payment for power used after July 18, 2008 would be due to the new owners.

Questions about the site should be directed to:

Todd G. VanBoxtel
Regional Leasing Manager - Global Tower Partners
10509 San Diego Mission Road #U
San Diego, CA 92108
PH: 619-641-3076, FX: 619-641-3078

Sincerely,

RECEIVED

AUG 25 2008

Contract File Copy

CONFIDENTIAL

When Recorded Return to:
LandAmerica Comm'l Lender & Search Svcs.
5600 Cox Road
Glen Allen, VA 23060

Prepared by:
William E. Holt, Esq.
Gordon Thomas Honeywell Malanca
Peterson & Daheim LLP
1201 Pacific Avenue, Suite 2100
Tacoma, WA 98402
GTP Site ID: WA-5005
GTP Site Name: View Park

ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS

Grantor: Pacific Lutheran University
Grantee: GTP Towers I, LLC
Legal Description (abbreviated): West 500' of S 1/2 of NW 1/4 of SE 1/4 of S15, T8 23N, R 2E, W.M.,
Kitsap County, Washington, except S 20 feet thereof
Complete legal description is on page ___ of document.
Assessor's Tax Parcel ID#: _____
Reference Nos. of Documents Released or Assigned: _____

This Assignment, effective as of the 18 day of July, 2008, is made by and between **Pacific Lutheran University** ("Assignor"), and **GTP Towers I, LLC** ("Assignee"):

In consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property.** The "Property" means the real property located in Kitsap County, Washington, commonly known as the View Park Tower, which is legally described in Exhibit A attached to this Assignment, together with the building, structures and other improvements located thereon.
2. **Leases.** The "Leases" means the leases affecting the Property, more particularly described in the Exhibit B certified rent roll attached to this Assignment.

3. Security Deposits. "Security Deposits" means the refundable security and other refundable deposits held by or for Assignor on account of tenants under the Leases with respect to which Assignee received a credit at the closing of the transaction pursuant to this Assignment. The Security Deposits are also set forth in the Exhibit B certified rent roll.
4. Assignment. Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Leases and the Security Deposits.
5. Assumption. Assignee hereby assumes the covenants, agreements and obligations of Assignor as landlord or lessor under the Leases which are applicable to the period and required to be performed from and after the date of this Assignment, but not otherwise, and Assignee further assumes all liability of Assignor for the proper refund or return of the Security Deposits if, when and as required by the Leases. No person or entity, other than Assignor shall be deemed a beneficiary of the provisions of this Section 5.
6. Indemnification. Assignor shall indemnify and hold Assignee harmless from and against all obligations of the "lessor" or "landlord" under the Leases to the extent such obligations were applicable to the period and required to be performed prior to the date of this Assignment. Assignee shall indemnify and hold Assignor harmless from and against all obligations of the "lessor" or the "landlord" under the Leases to the extent that such obligations are applicable to the period and required to be performed from and after the date of this Assignment.
7. Legal Expenses. If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such costs and expenses incurred in: (i) in trial and appellate court proceedings, (ii) in connection with any and all counterclaims asserted by one party to this Assignment against another whether or not such counterclaims arise out of or are otherwise related to this Assignment, (iii) in bankruptcy or other insolvency proceedings, and (iv) in post-judgment collection proceedings.
8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
9. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

[Signature Pages Following]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first written above.

ASSIGNOR:
PACIFIC LUTHERAN UNIVERSITY,
a Washington nonprofit corporation

By: *Robert K. Riley*
Its: Assoc. VP. Finance

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 10th day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert K. Riley to me known to be the Assoc VP Finance of Pacific Lutheran University, a nonprofit corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

Notary Public
State of Washington
SUSAN J. LIDEN
MY COMMISSION EXPIRES
November 30, 2011

Susan J. Liden
Susan J. Liden
(Type/Print Name)
Notary Public in and for the State of Washington,
residing at Pierce County
My Appointment Expires: November 30, 2011

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first written above.

ASSIGNEE:
GTP TOWERS I, LLC,
a Delaware limited liability company

By: Terry Anwernt
Its: Sr. Vice President of Development

STATE OF: FLORIDA }
COUNTY OF: PALM BEACH }

I, the undersigned, a Notary Public of Palm Beach County and State of Florida, do hereby certify that Marc C. Ganzi personally appeared before me and acknowledged that he is the Chief Executive Officer of GTP TOWERS I, LLC, a Delaware limited liability company, and that as [Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 10th day of July, 2008.

Lizza Gaiero
Notary Public
Print Name: Lizza Gaiero
My Commission Expires: 2/20/2012

[NOTARY SEAL]



Exhibit A

LEGAL DESCRIPTION

The West 500 feet of the South half of the Northwest quarter of the Southeast quarter of Section 15, Township 23 North, Range 2 East, W.M., in Kitsap County, Washington, except the South 20 feet thereof.

Exhibit B

Tenant Leases and Security Deposits

#	Tenant Name	Parent Co. Name	Lease Execution Date	Lease Commencement Date	Security Deposit
1	Sprint-Nextel	Sprint-Nextel	N/A	N/A	
2	King County	King County	September 21, 1999	October 1, 1999	none
3	Kitsap County	Kitsap County	February 10, 2005	February 1, 2005	none
4	AT&T	AT&T, Inc.	December 5, 2007	December 1, 2007	none
5	USA Mobility	USA Mobility	January 17, 1997	April 17, 1996	none

**FIRST AMENDMENT TO TELECOMMUNICATIONS SITE RENTAL
AGREEMENT**

This First Amendment (the "First Amendment") to that certain Telecommunications Site Rental Agreement dated February 10, 2005 by and between Pacific Lutheran University and Kitsap County (the "Agreement") is made and entered into as of the latter signature date hereof, by and between GTP Towers I, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Landlord") and Kitsap 911 (formerly Kitsap County), a Washington Public Authority, and assigned by Kitsap County to Kitsap 911 effective January 1, 2017 (the "User").

RECITALS

WHEREAS, Landlord owns a certain communications tower on a certain parcel of land located at 8869 View Park Road, Port Orchard, WA 98367-8671 more commonly known to Landlord as the View Park tower site (the "Property"); and

WHEREAS, Landlord and User entered into the Agreement for the use of a certain portion of the Property; and

WHEREAS, User desires to modify its equipment at the Property ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for User's Modified Equipment, the current Rent payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Landlord and User agree and acknowledge that User shall modify its equipment for a final installed configuration pursuant to Exhibit B-1.
- 2) Landlord and User agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-1 and User's equipment information set forth in the Agreement, the Exhibit B-1 shall control.
- 3) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment or ii) August 1, 2020 ("Commencement Date"), the Rent shall be increased by Five Hundred Twenty-Five and 00/100 Dollars (\$525.00) per month ("Increased Fee"). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

Landlord Site Name/Number: View Park / 375151
Landlord Contract Number: GTP10769
Tenant Site Name/Number: View Park / KC-055-05 K911-035

- 4) Landlord and User agree and acknowledge that all future payments of the Rent shall be made to the Landlord at the following remittance address:

GTP Towers I, LLC
29893 Network Place
Chicago, IL 60673-1296

- 5) The Parties' Notice Address per Section 15 of the Agreement shall be amended as followed:

If to Landlord:

GTP Towers I, LLC
10 Presidential Way
Woburn, MA 01801
Attn: Contracts Manager

If to USER:

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

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Landlord Site Name/Number: View Park / 375151
Landlord Contract Number: GTP10769
Tenant Site Name/Number: View Park / KC-055-05 K911-035

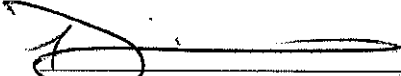
IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain Telecommunications Site Rental Agreement as of the day and year written below:

USER:

Kitsap 911, a Washington Public Authority

LANDLORD:

GTP Towers I, LLC, a Delaware limited liability company

By: 
Name: Richard Kirton
Title: Executive Director
Date: 7/31/20

By: _____
Name: _____
Title: _____
Date: _____

Landlord Site Name/Number: View Park / 375151
Landlord Contract Number: GTP10769
Tenant Site Name/Number: View Park / KC-055-05 K911-035

EXHIBIT B-1

Exhibit B-1

Customer Name:
KITSAP COUNTY DEPARTMENT

ATC Asset Name:
View Park

ATC Asset #:
375151

Customer Site Name:
View Park

Customer Site #:
N/A

GROUND SPACE REQUIREMENTS

Total Lease Area	Sq. Ft: 113.00'	Primary Contiguous Lease Area	L:	W:	H:	Sq. Ft: 113.00
		Outside Primary Lease Area	N/A	N/A	N/A	Sq. Ft: N/A

BACKUP POWER REQUIREMENTS

Generator: N/A Capacity(KW): N/A Fuel Tank Size(gal): N/A Fuel Type: N/A Fuel Tank Setback(radius): N/A

UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct

Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

Type: TX/RX Quantity: 1 TX Power(watts): 100 ERP(watts): 200

ANTENNA EQUIPMENT SPECIFICATIONS

Type	OMNI	OMNI	OMNI	DISH-STANDARD	OMNI	N/A
Manufacturer	RFS	RFS	RFS	Generic	Sinclair	N/A
Model #	PD620-3	PD620-3	PD455	4' Std. Dish	SC476-HF1LDF(D00)	N/A
Dimensions HxWxD	255.6" x 3.5" x 3.5"	255.6" x 3.5" x 3.5"	258" x 2.8" x 2.8"	4.00' x 4.00' x -1'	84" x 3.5" x 3.5"	N/A
Weight(lbs.)	53.0	53.0	24.0	188.0	21.0	N/A
Location	Tower	Tower	Tower	Tower	Tower	N/A
RAD Center AGL	300.0'	250.0'	245.0'	205.0'	150.0'	N/A
Antenna Tip Height	310.6'	260.6'	255.8'	207.0'	153.5'	N/A
Antenna Base Height	269.4'	239.4'	234.2'	203.0'	146.5'	N/A
Mount Type	N/A	N/A	N/A	N/A	Stand-Off	N/A
Quantity	1	2	1	1	1	N/A
Azimuths/Dir. of Radiation	N/A	N/A	N/A	N/A	360	N/A
Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	1	N/A
TX/RX Frequency Units	N/A	N/A	N/A	N/A	MHz	N/A
TX Frequency	N/A	N/A	N/A	N/A	851.6125	N/A
RX Frequency	N/A	N/A	N/A	N/A	806.6125	N/A
Using Unlicensed Frequencies?	No	No	No	No	Yes	N/A
Antenna Gain	5.25	5.25	10	39	6	N/A
Total # of Lines	0	0	0	0	1	N/A
Line Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	1	N/A
Line Type	N/A	N/A	N/A	N/A	Coax	N/A
Line Diameter Size	N/A	N/A	N/A	N/A	7/8" Coax	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#2-OAA754351

**Exhibit C
 Site Plan & Radio Equipment Summary**

Kitsap Public Works – Radio Equipment Summary		
Qty	Description	Location
1	Antenna – Transmit & Receive	420-Foot Tower Southeast Leg @ 150-Feet AGL Inside Communications Equipment Building
1	Duplexer	
1	Intermod Panel	
1	Base Station Radio	
1	Ethernet Switch	
1	RAD Shelf with Media Converters	

AGL – Denotes Above Ground Level

Site Plan

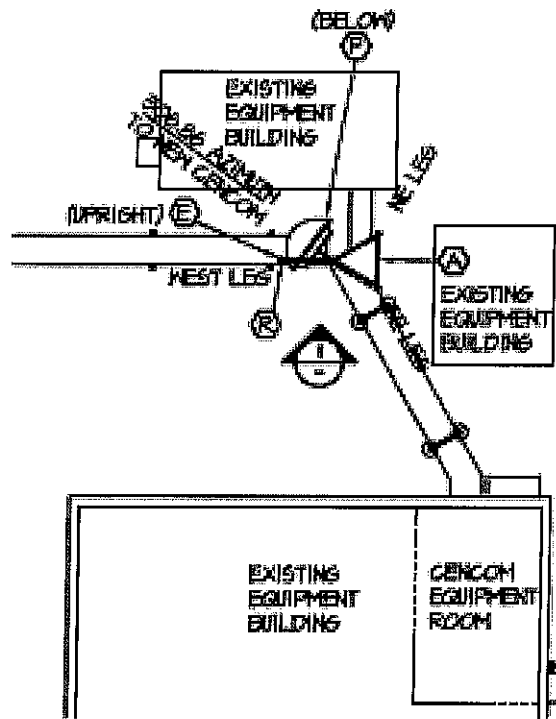


Exhibit D

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

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

The following engineering standards will be observed:

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

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

19. It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).
20. Every effort shall be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

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

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

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

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

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

**Exhibit E
 Fee Schedule**

Annual Fee – January 1, 2024 to December 31, 2024

Item	Annual Amount
Tower Use	\$8,858.61
Building Use	305.66
Leasehold Excise Tax	N/A
Power – Commercial, Generator Back-Up & Direct-Current Battery Back-Up	\$372.82
Redundant Microwave Interconnection	<i>See Gold Mountain Lease</i>
Total Annual Payment	\$9,492.09

Initial Payment

Item	Derivation	One-Time Payment
Fee – 2020	Antenna Installed 08/01/2020	\$3,531.25
Fee – 2021	4.25% Escalation for Tower & Building 3.0% Escalation for Power	\$8,835.19
Fee – 2022	4.25% Escalation for Tower & Building 3.0% Escalation for Power	\$8,753.25
Fee – 2023	4.25% Escalation for Tower & Building 3.0% Escalation for Power	\$9,459.33
Total One-Time Payment		\$30,669.02

View Park Radio Tower Lease Agreement			
		Annual Payment	3% Increase
	2024	9492.09	
	2025	9776.85	284.76
	2026	10070.16	293.31
	2027	10372.26	302.10
	2028	10683.43	311.17
	2029	11003.93	320.50
	2030	11334.05	330.12
	2031	11674.07	340.02
	2032	12024.30	350.22
	2033	12385.02	360.73
	2034	12756.58	371.55
		121,572.75	
	Fee For 2020, 2021, 2022 and 2023	30,669.02	
	Contract Amount	152,241.77	



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 04/26/2024
Pay Period: 04/08/2024 to 04/21/2024

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 228,002.38
941 Tax (Withholding, Social Security & Medicare)	89,210.13
Unemployment	644.74
Labor & Industries	1,455.65
PFML Premiums	2,367.75
Long-Term Care Act Premiums	1,628.49
PERS 2 & PERS 3	52,726.20
Washington State Deferred Comp	2,114.52
Mission Square Deferred Comp and Roth IRA	4,433.45
AFLAC	578.61
Guild Dues	1,687.50
Total Payroll	\$ 384,849.42

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 1,906.23	\$ 45,141.51	\$ 47,047.74
Dental Insurance	166.01	3,703.52	3,869.53
Life Insurance	190.12	318.92	509.04
State Income Tax - NC	172.62	-	172.62
Total Health Care & Other Benefits/Deductions			\$ 51,598.93

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

Payroll Amount Approved:	<u>\$ 436,448.35</u>
Transferred to Payroll Account	<u>\$ 384,849.42</u>

Prepared By (Kitsap 911)

04/23/2024

DATE

Authorized Signature (Kitsap 911)

04/23/2024

Executive Committee Chair

DATE
5-17-24
DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE


Pay Date: 05/10/2024
Pay Period: 04/22/2024 to 05/05/2024

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 231,020.48
941 Tax (Withholding, Social Security & Medicare)	90,521.82
Unemployment	654.72
Labor & Industries	1,379.61
PFML Premiums	2,393.73
Long-Term Care Act Premiums	1,660.04
PERS 2 & PERS 3	53,023.56
Washington State Deferred Comp	2,116.06
Mission Square Deferred Comp and Roth IRA	4,405.78
AFLAC	578.61
Guild Dues	1,657.50
Total Payroll	\$ 389,411.91

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 1,935.02	\$ 46,631.02	\$ 48,566.04
Dental Insurance	173.17	3,858.72	4,031.89
Life Insurance	190.13	332.99	523.12
State Income Tax - NC	203.36	-	203.36
Total Health Care & Other Benefits/Deductions			\$ 53,324.41

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


Payroll Amount Approved:	<u>\$ 442,736.32</u>
Transferred to Payroll Account	<u>\$ 389,411.91</u>



 Prepared By (Kitsap 911)

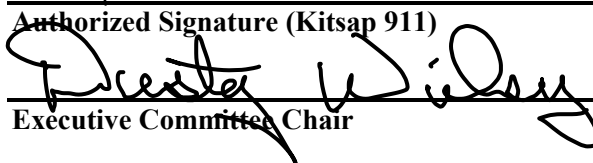
05/07/2024

 DATE



 Authorized Signature (Kitsap 911)

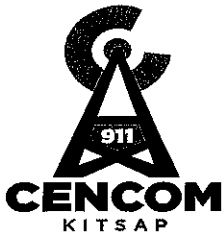
05/07/2024



 Executive Committee Chair

DATE
 5-17-24

 DATE



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	Kitsap County Public Works
2. Purpose	Radio system operations and maintenance agreement with Kitsap 911 for View Park, Hansville and Gold Mtn Towers.
3. Contract Amount	\$358,747.67 Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	Mar 1, 2024 to Dec 31, 2028 with two add'l five year terms
5. Contract Administrator	Matthew Benson Phone 360-337-4895
Approved:	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <i>Executive Director</i> </div> <div style="text-align: center;"> Date 5-14-2024 </div> </div>
B. ACCOUNTING INFORMATION	
1. Contract Control Number	KC-176-24
2. Fund Name	
3. Payment from-Revenue to CC/Account Nbr	Revenue to Fund 89822
C. RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer	WCIA - Tanya Crites Date 10-01-2023
2. Comments: Advised legal review for Kitsap Public Works' ability to sign contracts	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer	Ken Bagwell Date 03-20-2023
2. Comments: Reviewed and made a few minor revisions.	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair

Date



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Public Works-General
Staff Contact: Matthew Benson
Agenda Item Title: KC-176-24 – Kitsap 911 Operations & Maintenance Agreement

Recommended Action: Recommend approval of Radio System Operations and Maintenance Agreement with Kitsap 911 KC-176-24 - Kitsap 911 Operations & Maintenance Agreement

Summary: Kitsap County Public Works intends to enter into a Radio System Operations and Maintenance Agreement with Kitsap 911 for the radio systems located at Hansville, View Park and Gold Mountain. This Agreement will commence on March 1st, 2024. The term of the contract is for five (5) years terminating on December 31st, 2028. On January 1st, 2025, and each January 1st thereafter the Annual Fee will increase by 3% with an initial payment of \$44,103.75 for 2016 through 2023.

- Attachments:**
1. Contract Review Sheet
 2. Maintenance & Operations Agreement
 3. Annual Payment Schedule

Fiscal Impact for this Specific Action

Expenditure required for this specific action:	\$56,208.58
Related Revenue for this specific action:	\$0.00
Cost Savings for this specific action:	\$0.00
Net Fiscal Impact:	\$56,208.58
Source of Funds:	ER&R

Fiscal Impact for Total Project

Project Costs:	\$56,208.58
Project Costs Savings:	\$0.00
Project Related Revenue:	\$0.00
Project Net Total:	\$56,208.58

Office/Departmental Review & Coordination

Office/Department	Elected Official/Department Director
Public Works-General	Andrew Nelson

Contract Information

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-176-24	Pending	\$56,208.58	



**Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)**

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor	Kitsap 911		
2. Purpose	Radio System Operations & Maintenance Agreement		
3. Contract Amount	\$56,208.58	Disburse	<input checked="" type="checkbox"/> <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	March 1 st , 2024-December 31 st , 2028		
5. Contract Administrator	Matthew Benson	Phone	360-337-4895
6. Contract Control No.	KC-176-24		
7. Fund Name	ER&R		
8. Grant Funded	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>
9. Accounting Worktag / Revenue, Spend Category, or Grant	5001.5483.590100		
Approved:	Andrew B. Nelson, P.E.	Date	March 12, 2024
	Department Director/Elected Official		

B. AUDITOR – Funding Review

1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer	Christopher Ferranti	Date 3/29/2024
2. Comments:		

C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer	Timothy M. Perez	Date 4/1/2024
2. Comments:		

D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer	Aimée Campbell	Date 03/29/2024
2. Comments:		

E. HUMAN RESOURCES – Human Resources Director Review
Signature only required if union or employment contract

1.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer		Date
2. Comments:		

F. INFORMATION SERVICES – Information Services Director Review
Signature only required if technology contract

1.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reviewer		Date
2. Comments:		

G. PROSECUTING ATTORNEY

1.	<input checked="" type="checkbox"/> Approved as to Form	<input type="checkbox"/> Not Approved as to Form
Reviewer	Elizabeth Doran	Date 04-28-2024
2. Comments:		

Date Approved by Authorized Contract Signer: _____ Date _____
 RETURN SIGNED ORIGINALS TO: Rikki ScottMorgan @ MS- 26

KC-176-24 Kitsap 911 - Kitsap Public Works MO Agreement Ready to Execute 20231120.pdf

KC-176-24 Kitsap 911 Maintenance & Operations Agreement. Payment Schedulepdf.pdf

Kitsap Public Works Site Name: Radio M&O Agreement
Kitsap Public Works Agreement ID: KC-176-24

Kitsap 911 Site Name: KCPW M&O Agreement
Kitsap 911 Agreement ID: K911-057



Kitsap 911

OPERATIONS & MAINTENANCE AGREEMENT

for



Kitsap County Public Works

Radio System

Kitsap County Public Works

RADIO SYSTEM OPERATIONS & MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (hereinafter "Agreement") is entered into and effective this first day of March 2024 by and between Kitsap 911, located at 911 Carver Street, Bremerton, WA 98312 (hereinafter "K911"), and Kitsap County, a Washington Municipal Corporation and political subdivision organized and existing under the laws of the State of Washington, on behalf of its Public Works Department located at 614 Division Street, Port Orchard, WA 98366 (hereinafter "KCPW").

BACKGROUND

WHEREAS, Kitsap County Public Works Department is the Owner of a radio communications system; and

WHEREAS, the KCPW radio system consists of equipment located at three radio communication sites owned by Kitsap 911; and

WHEREAS, the KCPW radio system was placed in service starting in 2016; and

WHEREAS, the KCPW radio system installation and testing was completed in 2021; and

WHEREAS, KCPW does not have expertise and resources to operate and maintain the radio system; and

WHEREAS, K911 has resources skilled at operating and maintaining KCPW's radio system; and

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

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

1. SCOPE OF AGREEMENT

During the term of this Agreement (hereinafter "Term"), K911 agrees to provide KCPW with repair and maintenance services and parts, as set forth in Section 2 of this Agreement, to maintain KCPW's radio system equipment. The equipment is listed in Exhibit 2 to this Agreement.

2. CONDITIONS OF SERVICE

K911 shall supply all supervision, labor, service facilities, test equipment, and supplies necessary to meet the service requirements stated in this Agreement.

2.1 Service Facilities

K911 shall have a full-service maintenance facility available and staffed with trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated in this Agreement.

2.2 Right to Subcontract

K911 may subcontract service work to other entities that have the skill and experience to perform the required work. K911 will subcontract work on towers to trained and experienced tower crews. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory, K911 shall arrange for continuing maintenance of the equipment by qualified technicians for the duration of this Agreement.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as equipment at radio sites listed in Exhibit 2, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible.

KCPW and K911 agree that K911's priority is to support K911's public-safety technologies and systems. Support shall be provided to KCPW twenty-four hours per day, seven days per week, if K911 resources are available. K911 personnel will respond to an emergency service request and begin troubleshooting efforts as soon as reasonably practical. This service is included in the Annual Fee described in Exhibit 1. K911 shall provide its best effort to restore service as soon as K911 resources and the required material and parts are available.

2.4 Mobile Equipment Maintenance

Mobile equipment is defined as vehicular or desk-top mounted radios, personal

portable radios, portable radio chargers, and other equipment not installed at the radio sites described in Exhibit 2 and is not a part of this Agreement.

2.5 Spare and Replacement Parts

K911 shall have available in its inventory the recommended spares as identified by the suppliers of each component, and general practices for similar radio communication systems. K911 is responsible for labor associated with diagnosing system problems and installing components from the spare parts inventory when necessary.

K911 is also responsible for sending defective parts to the appropriate repair center and receiving the parts to be placed back into K911's spares inventory.

Replacement of spare and defective parts is the responsibility of K911. If K911 is billed by third-party vendors, K911 shall bill KCPW at a price of the amount paid by K911 to the third-party plus 25%.

K911 shall support the equipment for five (5) years after the final production of fixed equipment. Equipment shall be supported in accordance with the individual manufacturer's specifications. K911 shall utilize commercially reasonable efforts to assure spare parts and equipment availability to facilitate its maintenance obligations under this Agreement. K911 shall not be liable to KCPW for spare part and equipment obsolescence or unavailability under this Agreement beyond commercially reasonable efforts.

2.6 Working Hours | Emergency Service

Working hours are defined as 8:00 a.m. to 4:30 p.m. PT Monday through Friday excluding holidays. Work performed outside of working hours is defined as emergency service.

2.7 Demand Services

"Demand Services" shall mean those service requests that are not included in this Agreement as described in Section 2.8, Maintenance Responsibilities, of this Agreement and which have been negotiated and agreed to by KCPW and K911.

The installation, removal, or reinstallation of equipment not associated with repair / maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by K911, following reasonable notice and agreement between KCPW and K911, at the rates shown in Exhibit 1 to this Agreement.

Service work made necessary because of abuse or neglect not under the control of K911 shall be performed at the hourly rate for Demand Service, plus the cost

of parts as described in Section 2.5, above. Other Work, not otherwise included in Exhibit 1, will be performed at K911 prevailing rates.

2.8 Maintenance Responsibilities

K911 agrees to provide the following services and perform the tasks described as part of this Agreement in accordance with the limitations and definitions of Sections 2.7 and 6.4 of this Agreement.

- a. K911 shall monitor the radio system's alarm and fault status and report alarm conditions to KCPW. Investigation and troubleshooting of alarms shall be prioritized by K911 in the order of severity and impact to the overall system's ability to provide effective radio communications, and as allowed by K911's available resources. K911 will inspect / test the communication equipment remotely or on-site and make such repairs, adjustments and replacements of components as may be necessary to maintain and / or restore the system to normal operating conditions.
- b. K911 shall provide labor to repair, maintain, and service all equipment listed in Exhibit 2, Equipment List, attached hereto.
- c. K911 shall perform preventive maintenance inspections and tests as recommended by the equipment suppliers and required by applicable Federal Communications Commission (FCC) regulations. As a minimum, these inspections and tests will be performed annually for the equipment listed in Exhibit 2.
- d. KCPW is responsible for all hardware repair cost which is not included in the warranty, extended warranty, or original equipment supplier maintenance contracts.

2.9 Service Records

The following service records shall be maintained by K911 and made available to KCPW, upon request:

- a. Monthly emergency service activity including failure type, corrective action taken, and time required to restore service.
- b. The results of preventive maintenance tests and inspections shall be provided, upon request by KCPW, within 30 days of completion of the tests and inspections.
- c. Service records for work performed as described in Section 2.9 shall be retained for the duration of this Agreement and any subsequent renewal

periods.

2.10 Software Upgrades

Tait Communications, ("TAIT") the radio technology supplier, typically releases software upgrades twice each year. TAIT expects software to be kept current to facilitate remote factory support.

Upon execution of this Agreement, KCPW shall notify TAIT that K911 is authorized by KCPW to engage with TAIT to obtain and apply software upgrades for KCPW's system.

K911 shall notify KCPW when software upgrades are available from TAIT and shall provide the cost of the upgrade, and a synopsis of any new features or corrections included in the software release. Application of any software upgrade shall be approved and coordinated with KCPW. Upgrades shall be coordinated between TAIT and K911. K911 shall coordinate with KCPW.

K911 shall provide labor to install and test software upgrades at least once annually, for enhancement purposes, provided that KCPW subscribes to the TAIT software services agreement that provides the upgraded software.

In the event improper system operation is encountered which is resolved with a software upgrade, K911 shall coordinate with KCPW for timely application of the software upgrade.

KCPW agrees that K911 is not liable for the performance and reliability of TAIT's equipment and software.

Additional "optional" software upgrades will be provided at K911's Service Maintenance Rates described in Exhibit 1 as authorized by KCPW.

2.11 General

All services provided under this Agreement are only applicable to the radio products and systems listed in Exhibit 2 to this Agreement.

KCPW reserves the right to purchase equipment listed on Exhibit 2 from other vendors as well as to purchase other equipment not listed on Exhibit 2 and to have K911 install and maintain such equipment with K911's prior agreement, which agreement shall not be unreasonably withheld, and with revision to Exhibit 2 to reflect the additional equipment.

3. KITSAP COUNTY PUBLIC WORKS FINANCIAL OBLIGATIONS

- 3.1** KCPW shall pay K911 the Annual Maintenance Fee set forth in Exhibit 1 for the equipment listed in Exhibit 2. The One-Time Fee described in Exhibit 1 shall be paid within 30 days of execution of this Agreement. Payment of each annual Fee for service is due on December 31. In the event this Agreement is terminated, the Annual Maintenance Fee shall be pro-rated for the period between January 1 and the date of termination. Fees for Demand Services, as outlined in Exhibit 1 to this Agreement, are payable within thirty (30) days of receipt of invoice from K911.
- 3.2** On each January 1 during the term of this Agreement, the fees set forth in Exhibit 1 shall increase by 3.0%, however K911 may revise this percentage by providing KCPW written notice thereof not later than ninety (90) days before the expiration of a yearly period, provided that the revised rates are mutually agreed upon in writing and said revised rates shall be effective for the next yearly period unless either party exercises its option to terminate the Agreement.
- 3.3** Any other payments under this Agreement are due within thirty (30) days of receipt of invoice from K911.
- 3.4** All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.

4. INDEMNIFICATION / HOLD HARMLESS

- 4.1** K911 warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner. Under no circumstances will K911's liability to KCPW exceed the amounts paid by KCPW under this Agreement for the applicable service that causes KCPW's claim. EXCEPT IN THE CASE OF NEGLIGENCE ON THE PART OF K911, K911 SHALL NOT BE LIABLE TO KCPW FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF KCPW CLIENTS, IF ANY, FOR SUCH DAMAGES.
- 4.2** The Parties shall defend, indemnify and hold each other, their 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, errors or omissions of either Party in the performance of this Agreement, except for injuries and damages caused by the sole negligence of a Party.

- 4.3** K911 shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by K911 to perform work on specified equipment.
- 4.4** K911 shall not be liable for costs incurred for correcting, replacing, or repairing equipment damaged and/or data corruption induced and/or caused by 3rd party personnel or other equipment / systems not provided by K911.
- 4.5** The provisions of this Section shall apply notwithstanding any other provisions of this Agreement and any other agreement.
- 4.6** The provisions of this Section shall survive the expiration or termination of this Agreement.
- 4.7 General**
- a.** Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of KCPW or K911. Some examples of sources of service degradation include motor ignition, computer systems, and other electrical noise, as well as interference from other users assigned by the FCC to the same or other frequencies. K911 cannot be responsible for interference or disruption of service caused by the operation of other radio systems or by natural phenomena or by sources over which there is no reasonable control. Some interference and noise may be minimized by the design and addition of corrective devices (at KCPW's expense) configured for the specific location.
- KCPW may request that K911 assess, diagnose, and investigate interference (based on the Time and Material Fees specified in Exhibit 1 to this Agreement) and make recommendations as to solutions to reduce or eliminate interference. KCPW and K911 agree that eliminating all noise and interference is not practical and cannot be guaranteed.
- b.** K911 does not assume responsibility for the strength or quality of radio signals unless the deficiency is the result of substandard equipment maintenance by K911.
- c.** If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by K911 upon request of KCPW. Fees for such changes shall be based on Exhibit 1 Time and Material Fees and agreed to in a plan developed and approved by KCPW and K911.

- d. Antennas, amplifiers, cables, and other equipment installed on towers is subject to damage by lightning, snow, moisture, ice, sun, and vandals. K911 shall manage the maintenance, repair, and replacement of tower-mounted equipment. K911 uses trained and experienced tower maintenance experts for work on its towers. Costs for tower-mounted equipment maintenance shall be passed on to KCPW with an added fee for identifying, selecting, managing, and paying K911, and obtaining replacement equipment.

5. TERM AND TERMINATION

- 5.1 The services under this Agreement will be provided by K911 to KCPW for an initial five-year term from the effective date.
- 5.2 If KCPW fails to make any overdue payments due to K911 under this Agreement within fifteen (15) business days after receipt of written notice from K911, K911 may, at its option, and after written notice and opportunity to cure within an additional 15 business days, terminate this Agreement.
- 5.3 In the event of any other default under this Agreement, either KCPW or K911 shall give the other party written notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected before the thirty (30) day period expires.
- 5.4 Cancellation/Termination: KCPW reserves the right to terminate this Agreement, for KCPW's convenience, at any time by providing notice in writing from KCPW to K911 by USPS certified mail.
- 5.5 In the event of termination for any reason, KCPW shall pay K911 the pro-rata shares on the initial term of the Agreement for all work performed, sub-contract costs, and equipment purchased by K911 for KCPW. K911 shall provide sufficient documentation of the work performed and costs incurred, and KCPW shall remit payment to K911 within 30 days of the date documentation is provided or 30 days following the termination date, whichever is later.

6. GENERAL PROVISIONS

- 6.1 All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon personal delivery or upon receipt if mailed by USPS certified mail, return receipt requested. Notices shall be sent to the representatives named below, or any subsequent representative for which notice was provided under this section.

K911:

Executive Director
Kitsap 911
911 Carver Street
Bremerton, WA 98312

Kitsap County Public Works:

Equipment Services
Manager Kitsap County
Public Works 614 Division
Street MS26 Port Orchard,
WA 98366

6.2 This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington and the regulations of the Federal Communications Commission. Venue for any action shall be in Kitsap County, Washington.

6.3 These parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both parties and their constituents.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation that are not quickly resolved, each party shall take all necessary steps in good faith to settle all such disputes in a timely and reasonable manner at the lowest possible level, with each being mindful and reasonable accommodating of the interests and concerns of the other party.

However, any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of this Agreement, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any hardware, software or the furnishing of any services, shall be commenced within one (1) year after the cause of action was discovered by KCPW or it shall be deemed waived or barred.

6.4 The invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity or enforceability of any other provisions thereof.

6.5 K911 shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, pandemics, fires, severe weather, floods, strikes, blackouts, embargoes, or work performed on specified equipment by third parties not authorized by K911 to perform such work. In the event such delays or failures interrupt K911's services to KCPW, K911 shall promptly notify KCPW of the circumstances and the anticipated delay.

6.6 This Agreement cannot be amended, modified or any provisions waived orally.

All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.

6.7 This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, intending to be legally bound, K911 and KCPW have executed this Agreement as of the dates set forth below.

Kitsap 911

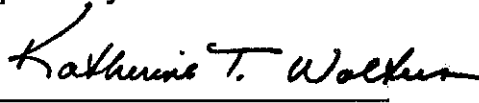
By: 

Name: Maria K. Jameson-Owens

Title: Executive Director

Date: 5-7-2024

Kitsap County Administrator

By: 

Name: Katherine Walters

Title: Chair

Date: 4-22-24

**KITSAP 911
 OPERATIONS & MAINTENANCE AGREEMENT**
 for
**Kitsap County Public Works
 Radio System**

**Exhibit 1
 Service Maintenance Rates**

Annual Fee

The annual fee for the first year to provide services described in this Agreement is \$2,280.00.

One-Time Prior Service Fee

K911 provided service to KCPW starting May 10, 2016. The one-time fee for this service is \$44,103.75 and is payable upon execution of this Agreement. This One-Time Fee includes the first Annual Fee, covering the period ending December 31, 2023, and is attributed to:

Placed In-Service	Radio Site
May 10, 2016	Gold Mountain
November 23, 2021	Hansville Road
November 23, 2021	View Park

Time and Material Fees

The following rates apply to services provided that are not covered as part of the Annual Fee or by manufacturers' warranty.

Minimum charge for service is 30 minutes.

Service - Fee	Description
Services, Standard \$95.00 per hour	All services provided 8:00 a.m through 4:30 p.m Monday through Friday, excluding holidays
Services, Evening \$142.50 per hour	All services provided 4:30 p.m through 8:00 a.m., Monday through Friday, excluding holidays
Services, Weekend and Holiday \$190.00 per hour	All services provided during the period <ul style="list-style-type: none"> ➤ 4:30 p.m Friday to 8:00 a.m. Monday ➤ Starting at 4:30 p.m. on the day before a Holiday until 8:00 a.m. of the day following a Holiday ➤ Any time on a Holiday

**KITSAP 911
OPERATIONS & MAINTENANCE AGREEMENT**
for
**Kitsap County Public Works
Radio System**

**Exhibit 2
Equipment List**

This Exhibit describes the equipment at each radio site that is covered by this Operations and Maintenance Agreement.

Associated power, wiring and cable management are also covered by the Agreement.

Gold Mountain Radio Site

Antenna – Sinclair SC476-HF1LDF(DO4-E5749)
Coax – CommScope AVA5-50
Surge Suppressor – PolyPhaser IS-50NX-C2-MA
Duplexer – Comprod 60-80-44
Intermod Panel – Telewave TS900B2
Base Station Radio – Tait TB9400
RAD Media Converter – RICi-T1 Qty 2

Hansville Road Radio Site

GPS Antenna – Spectracom 8230
GPS Surge Suppressor – Spectracom 8226
Time & Frequency Reference – Orolia 1200-413

Antenna – Sinclair SC479-HF1LDF(DO2-E5749)
Coax – CommScope AVA5-50
Surge Suppressor – PolyPhaser IS-50NX-C2-MA
Duplexer – Comprod 60-80-44
Intermod Panel – Telewave TS900B2
Base Station Radio – Tait TB9400
RAD Media Converter – RICi Qty 2

Exhibit 2 *Continued* Equipment List

View Park Radio Site

Antenna – Sinclair SC476-HF1LDF(DO4-E5749)
Coax – CommScope AVA5-50
Surge Suppressor – PolyPhaser IS-50NX-C2-MA
Duplexer – Comprod 60-80-44
Intermod Panel – Telewave TS900B2
Base Station Radio – Tait TB9400
RAD Media Converter – RICi Qty 2

Kitsap 911 Maintenance & Operations Agreement			
		Annual Payment	3% Increase
	2024	2280.00	
	2025	2348.40	68.40
	2026	2418.85	70.45
	2027	2491.42	72.57
	2028	2566.16	74.74
		12,104.83	
	Fee 2016-2023	44,103.75	
	Contract Amount	56,208.58	

Service Fees (Agency Allocations)

Agency	Base	Ileads	First Due	Axon Hosting	Mobile Responder	2024 Allocations	2024 Allocations		
						(Amended)	(Original)	Delta	
Kitsap County	\$ 574,888.76	\$ -		\$ -	\$ 2,544.00	\$ 577,432.76	\$ 644,567.24	\$ (67,134.48)	-10%
Kitsap Coroner	8,316.65	-		-	1,431.00	9,747.65	9,747.65	-	0%
Poulsbo PD	73,606.96	-		1,988.28	636.00	76,231.24	84,313.33	(8,082.09)	-10%
Bainbridge Island PD	86,729.99	-		-	1,113.00	87,842.99	97,471.01	(9,628.02)	-10%
Port Orchard PD	133,631.43	-		1,988.28	795.00	136,414.71	151,567.85	(15,153.14)	-10%
Suquamish PD	58,232.53	-		-	159.00	58,391.53	64,662.47	(6,270.94)	-10%
Pt. Gamble PD	52,702.27	-		-	477.00	53,179.27	53,179.27	-	0%
Bremerton PD	328,066.91	-		1,988.28	159.00	330,214.19	368,272.37	(38,058.18)	-10%
Bremerton Fire	171,584.76		\$ 13,502.91	-	-	185,087.67	185,087.67	-	0%
North Kitsap F&R	54,083.32		12,469.94	-	159.00	66,712.26	66,712.26	-	0%
Port Gamble Fire	4,477.72		1,032.97	-	954.00	6,464.69	6,464.69	-	0%
Central Kitsap F&R	171,173.02		13,502.91	-	1,272.00	185,947.93	185,947.93	-	0%
South Kitsap F&R	206,102.63		13,502.91	-	954.00	220,559.54	220,559.54	-	0%
Poulsbo Fire/FD18	73,967.12		13,502.91	-	1,272.00	88,742.03	88,742.03	-	0%
Bainbridge Island Fire	57,119.93		13,502.92	-	-	70,622.85	70,622.85	-	0%
	\$ 2,054,683.98	\$ -	\$ 81,017.47	\$ 5,964.84	\$ 11,925.00	\$ 2,153,591.29	\$ 2,297,918.14	\$ (144,326.85)	

Kitsap 911 Public Authority

Resolution 2024-005

Amending the 2024 Service Fees

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

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

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

WHEREAS, the 2024 Service Fees adopted via Resolution 2023-004 on June 6, 2023 included a surcharge for software called I/Leads, whose underlying agreement was terminated effective December 31, 2023.

WHEREAS, the software was utilized by only certain police departments.

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

Section 1. 2024 Service Fees Amended. The Board of Directors hereby amends the 2024 Service Fees as attached in Exhibit 1.

Section 2. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a regular meeting of the Kitsap 911 Board of Directors on June 4, 2024, of which all Directors were notified, and a quorum was present.

KITSAP 911 BOARD OF DIRECTORS

DAVID ELLINGSON, CHAIR

ATTEST:

Maria Jameson-Owens, Executive Director

Service Fees (Agency Allocations)

Agency	Base	Ileads	First Due	Axon Hosting	Mobile Responder	2024 Allocations (Amended)
Kitsap County	\$ 574,888.76	\$ -		\$ -	\$ 2,544.00	\$ 577,432.76
Kitsap Coroner	8,316.65	-		-	1,431.00	9,747.65
Poulsbo PD	73,606.96	-		1,988.28	636.00	76,231.24
Bainbridge Island PD	86,729.99	-		-	1,113.00	87,842.99
Port Orchard PD	133,631.43	-		1,988.28	795.00	136,414.71
Suquamish PD	58,232.53	-		-	159.00	58,391.53
Pt. Gamble PD	52,702.27	-		-	477.00	53,179.27
Bremerton PD	328,066.91	-		1,988.28	159.00	330,214.19
Bremerton Fire	171,584.76		\$ 13,502.91	-	-	185,087.67
North Kitsap F&R	54,083.32		12,469.94	-	159.00	66,712.26
Port Gamble Fire	4,477.72		1,032.97	-	954.00	6,464.69
Central Kitsap F&R	171,173.02		13,502.91	-	1,272.00	185,947.93
South Kitsap F&R	206,102.63		13,502.91	-	954.00	220,559.54
Poulsbo Fire/FD18	73,967.12		13,502.91	-	1,272.00	88,742.03
Bainbridge Island Fire	57,119.93		13,502.92	-	-	70,622.85
	\$ 2,054,683.98	\$ -	\$ 81,017.47	\$ 5,964.84	\$ 11,925.00	\$ 2,153,591.29

Kitsap 911 Public Authority

Resolution 2023-004

Adopting the 2024 Operating Budget, Service Fees, and Authorized Regular FTE Positions.

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

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

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

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

Section 1. 2024 Operating Budget Adopted. The Board of Directors hereby adopts the 2024 Operating Budget, including operating revenues and appropriations as attached in Exhibit 1.

Section 2. 2024 Service Fees Adopted. The Board of Directors hereby adopts the 2024 Service Fees as attached in Exhibit 2.

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

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


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

MOVED AND PASSED at a regular meeting of the Kitsap 911 Board of Directors on June 6, 2023, of which all Directors were notified, and a quorum was present.

KITSAP 911 BOARD OF DIRECTORS

David Ellingson

DAVID ELLINGSON, CHAIR

ATTEST: 

Richard A. Kirton, Executive Director

Kitsap 911 Public Authority
2024 Budget Summary

		Proposed 2024
1	Total Estimated Beginning Fund Balance	2,664,818
2	Operating Revenues	
3	Sales and Excise Tax	
4	337.16.00.0000 Emergency Communications Sales Tax 1	7,040,065
5	337.63.00.0000 Telephone Excise Tax	176,857
6	337.64.00.0000 Wireless Telephone Excise Tax	1,881,262
7	337.64.00.0001 Prepaid Wireless Telephone Excise Tax	283,092
8	337.65.00.0000 VoIP Telephone Excise Tax	305,113
9	361.40.00.0001 Penalties & Interest on Other Taxes	2,351
10	Subtotal Sales and Excise Tax	9,688,741
11	Service Fees and Surcharges	
12	342.80.50.0001 Service Fees (County, Cities, Fire Districts, Tribes Base Fees)	2,054,684
13	342.80.50.0002 Contract Revenues (Humane Society)	50,000
14	342.80.50.0004 Service Fees (Operating Surcharges i.e. i/Leads, First Due)	243,234
15	Subtotal Service Fees and Surcharges	2,347,918
16	Other Regular Revenues	
17	362.50.00.0000 Tower Leases	399,991
18	342.80.40.0002 Emergency Management Facility Maintenance Charges	-
19	334.01.80.0000 State E911 CPD Contract KC (WA State Military)	50,000
20	361.11.00.0001 Investment Interest	37,776
21	369.91.00.0000 Other Misc Revenue	9,367
22	Subtotal Other Regular Revenues	497,134
23	Grants and Other Revenues	
24	333.20.60.0000 State & Community HWY	970
25	342.80.50.0000 MCT NPRV Surcharges	99,541
26	Subtotal Grants and Other Revenues	100,511
27	Total Operating Revenues	12,634,304
28	Beginning Fund Balances and Total Operating Revenues	15,299,122

Kitsap 911 Public Authority
2024 Budget Summary

Proposed
 2024

29 Operating Expenditures		
30	Operating Wages, Salaries, and Benefits	
31	528.32.10.0000 Regular Salaries	8,643,162
32	528.32.10.0001 Overtime Pay	755,747
33	528.32.10.0002 Retention Pay	-
34	528.32.10.0003 Sick Leave Payout	6,685
35	528.32.10.0004 Annual Leave Payout	27,644
36	528.32.10.0005 Shift Differential Pay	3,862
37	528.32.10.0006 Extra Help	44,583
38	528.32.10.0007 Out of Class Pay	5,000
39	528.32.10.0008 Miscellaneous Pay	86,177
40	528.32.10.0009 Salary/Benefit Attrition	(600,871)
41	528.32.10.0010 Recruitment Bonus	9,000
42	528.32.20.0001 Social Security	752,010
43	528.32.20.0002 PERS Retirement	911,225
44	528.32.20.0003 Medical Insurance	1,095,723
45	528.32.20.0004 Dental Insurance	79,822
46	528.32.20.0005 Life Insurance	9,230
47	528.32.20.0006 Meal Vouchers	20,084
48	528.32.20.0008 Unemployment Compensation	39,321
49	528.32.20.0010 Personnel Benefits	-
50	528.32.20.0011 Industrial Insurance	41,971
51	528.32.20.0012 PFMLA	21,038
52	528.32.20.0013 Out of State Payroll Taxes	1,000
53	Total Operating Wages, Salaries, and Benefits	11,952,413

Kitsap 911 Public Authority
2024 Budget Summary

Proposed
 2024

54	Operating Supplies and Services	
55	Supplies and Fuel	
56	528.32.31.0000 Office Supplies	14,816
57	528.32.31.0001 Tech Supplies	1,560
58	528.32.31.0002 Employee Recognition	10,448
59	528.32.31.0003 Reference Materials	871
60	528.32.31.0004 Janitorial Supplies	7,124
61	528.32.31.0005 PEC Supplies	5,000
62	528.32.32.0000 Fuel-Generators	2,600
63	528.32.32.0002 Fuel-Towers	3,120
64	528.32.32.0003 Fuel Vehicle	7,696
65	Subtotal Supplies and Fuel	53,235
66	Computer Equipment and Software	
67	528.32.35.0000 Small Tools & Equipment	14,495
68	528.32.35.0001 Computer Software	369,707
69	528.32.35.0002 Computer Equipment	39,728
70	528.32.35.0003 Small Computer Equipment	13,000
71	Subtotal Computer Equipment and Software	436,930
72	Professional Services	
73	528.32.41.0000 Engineering & Architectural	5,200
74	528.32.41.0001 Applicant Testing and Screening	41,952
75	528.32.41.0002 Management Consulting	42,497
76	528.32.41.0003 Legal Services	12,762
77	528.32.41.0004 Other Professional Service	238,043
78	528.32.41.0005 Advertising	9,263
79	528.32.41.0006 Legal Settlement Costs	-
80	528.32.41.0008 Translation Services	4,486
81	Subtotal Professional Services	354,202
82	Communication and Travel	
83	528.32.42.0000 Telephone	75,218
84	528.32.42.0001 Cellular Telephone	23,067
85	528.32.42.0002 Postage	4,775
86	528.32.43.0000 Mileage	5,087
87	528.32.43.0001 Travel	47,097
88	528.32.43.0002 Per Diem	16,228
89	528.32.43.0003 Non-Employee Mileage	-
90	528.32.43.0004 Non Employee Travel	520
91	Subtotal Communication and Travel	171,992
92	Equipment Rental and Leases	
93	528.32.45.0000 Rental Expense	5,738
94	591.28.70.0000 Lease Expense	174,465
95	591.28.70.0001 SBITA Expense	-
96	Subtotal Equipment Rental and Leases	180,203

Kitsap 911 Public Authority
2024 Budget Summary

			Proposed 2024
97	Building Insurance and Utilities		
98	528.32.46.0000	Insurance	81,628
99	528.32.47.0001	Utilities-Water	3,548
100	528.32.47.0002	Utilities-Sewer	5,280
101	528.32.47.0003	Electricity Cencom	129,106
102	528.32.47.0004	Electricity Tower Sites	30,060
103	528.32.47.0005	Utilities-Waste Disposal	7,003
104	528.32.47.0006	Utilities-Backup Internet & Cable	6,212
105	Subtotal Building Insurance and Utilities		262,837
106	Repairs and Maintenance		
107	528.32.48.0000	Repairs & Maintenance-Building	163,650
108	528.32.48.0001	Repairs & Maint-Improvements	12,480
109	528.32.48.0002	Repairs & Maint-Equipment	90,836
110	528.32.48.0003	Repairs & Maintenance-Computer Equipment	567,439
111	Subtotal Repairs and Maintenance		834,404
112	KCIS Network and Information Technology		
113	528.33.41.0011	KCIS Charges (I/Leads)	161,529
114	528.32.41.0013	KCIS Charges (Network & Security)	139,063
115	528.32.41.0016	KCIS Charges (GIS)	-
116	Subtotal KCIS Network and Information Technology		300,591
117	MCT Hardware and Software		
118	528.33.35.0000	Small Tools and Equipment (MCT System)	-
119	528.33.35.0001	Computer Software (MCT System)	35,814
120	528.33.35.0002	Small Computer Equipment (MCT System)	23,345
121	528.33.41.0013	Network and Support (MCT System)	2,059
122	528.33.42.0001	Cellular Telephone (MCT System)	223,600
123	528.33.48.0002	Repairs & Maint- Equipment (MCT System)	282
124	528.33.48.0003	Repairs & Maint-Comp Equip (MCT System)	79,359
125	Subtotal MCT Hardware and Software		364,459
126	Other Expenditures		
127	528.32.49.0000	Credit Card Processing Fees	18
128	528.32.49.0001	Bank Account Maintenance Fees	1,437
129	528.32.49.0002	Finance Charges & Late Fees	350
130	528.32.49.0003	Dues & Subscriptions	26,533
131	528.32.49.0004	Registration & Tuition	35,803
132	528.32.49.0005	Printing & Binding	1,889
133	528.32.49.0009	Other Miscellaneous	11,401
134	Subtotal Other Expenditures		77,431
135	Total Operating Supplies and Services		3,036,285
136	Total Operating Expenditures		14,988,699

Service Fees (Agency Allocations)

Agency	Base	Leads	First Due	Axon Hosting	Mobile Responder	2024 Allocations
Kitsap County	\$ 574,888.76	\$ 67,134.48		\$ -	\$ 2,544.00	\$ 644,567.24
Kitsap Coroner	8,316.65	-		-	1,431.00	9,747.65
Poulsbo PD	73,606.96	8,082.09		1,988.28	636.00	84,313.33
Bainbridge Island PD	86,729.99	9,628.02		-	1,113.00	97,471.01
Port Orchard PD	133,631.43	15,153.14		1,988.28	795.00	151,567.85
Suquamish PD	58,232.53	6,270.94		-	159.00	64,662.47
Pt. Gamble PD	52,702.27	-		-	477.00	53,179.27
Bremerton PD	328,066.91	38,058.18		1,988.28	159.00	368,272.37
Bremerton Fire	171,584.76		\$ 13,502.91	-	-	185,087.67
North Kitsap F&R	54,083.32		12,469.94	-	159.00	66,712.26
Port Gamble Fire	4,477.72		1,032.97	-	954.00	6,464.69
Central Kitsap F&R	171,173.02		13,502.91	-	1,272.00	185,947.93
South Kitsap F&R	206,102.63		13,502.91	-	954.00	220,559.54
Poulsbo Fire/FD18	73,967.12		13,502.91	-	1,272.00	88,742.03
Bainbridge Island Fire	57,119.93		13,502.92	-	-	70,622.85
	\$ 2,054,683.98	\$ 144,326.85	\$ 81,017.47	\$ 5,964.84	\$ 11,925.00	\$ 2,297,918.14

Kitsap 911 Authorized Regular FTE Positions

Classification	Grade	2024
Administrative Specialist	Admin1	2
Administrative Assistant	EXAD2U	1
Public Records Specialist	PUBREC	0.5
Deputy Director	M4	1
Executive Director	ED	1
Finance Manager	M1	1
Human Resources Manager	M1	1
Assistant Director for Operations	M2	1
Professional Standards Program Manager	PM1	1
Public Safety Communications Assistant Supervisor	OS1	6
Public Safety Communications Supervisor	OS2	4
Public Safety Systems Analyst	T7	0
Public Safety Systems Engineer	T8	4
Public Safety Systems Master Technician	T6	2
Public Safety Systems Senior Technician	T4	1
Public Safety Systems Technician	T2	4
Public Safety Telecommunicator 1	OP2	12
Public Safety Telecommunicator 2	OP4	37
Public Safety Telecommunicator Trainee	OP1	0
Senior Public Safety Program Manager/Radio Engineer	PM1	1
Technical Services Manager	M2	1
Training Program Manager	PM1	1
Total		82.5

Kitsap 911 Public Authority

Resolution 2024-06

Amending the Authorized Use of Purchase Cards

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

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

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

WHEREAS, the use of purchase cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency; and

WHEREAS, the authorization for Purchase cards adopted via Resolution 2016-011 on September 28, 2016 set the maximum credit limit for general purpose credit cards assigned in the Authority’s name at \$20,000.

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

Section 1. Credit Limits. The Executive Director shall set credit limits on each purchase card issued. The maximum credit limit for general purpose credit cards assigned in the Authority’s name may not exceed \$30,000. The maximum credit limit for all other purchase cards may not exceed \$5,000 without the approval of the Executive Committee.

Section 2. Severability. If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption and signature as provided by law.

MOVED AND PASSED at a special meeting of the Kitsap 911 Executive Committee on May 22, 2024, of which all Directors were notified, and a quorum was present.

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

DUSTY WILEY, CHAIR

ATTEST:

MARIA JAMESON-OWENS, EXECUTIVE
DIRECTOR

Kitsap 911 Public Authority

Resolution 2016-011

Authorizing Use of Purchase Cards.

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

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

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

WHEREAS, the use of purchase cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency; and

WHEREAS, RCW 43.09.2855 establishes the conditions under which the Authority may authorize the use of purchase cards for official government purchases and acquisitions; and

WHEREAS, RCW 42.24.115 establishes the conditions under which the Authority may authorize the use of purchase cards for the purposes of covering expenses incident to authorized travel.

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

Section 1. Defenitions. As used in this Resolution “Purchase Cards” means a card, device, or authorization issued pursuant to an agreement in which the issuer gives to the cardholder, the privilege of obtaining credit from the issuer. This includes General purpose credit, debit, prepaid, and merchant cards, as well as other forms of credit accounts regardless of whether a physical card or device is issued or not.

Section 2. Authorization. The Board authorizes the use of purchase cards. The Executive Director and Finance Manager shall implement a system for the distribution, authorization and control, credit limits, and payment of bills related to the use of purchase cards or accounts subject to the following provisions:

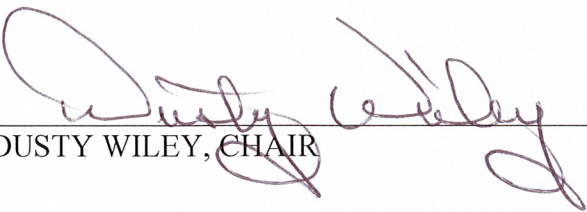
- A. Authorization and Control. The Executive Director and Finance Manager shall develop and implement policies, procedures, and accounting controls to ensure the proper use of credit cards, and payment of purchase card bills. Kitsap 911 policies, procedures, and accounting controls will conform to the requirements of RCW 42.24.080, 42.24.115, 42.24.180, and 43.09.2855, as well as any additional requirements imposed by the Washington State Auditor's Office or Kitsap County Treasurer's office.
- B. Cash Advances Prohibited. Using purchase cards for cash advances or withdrawals, regardless of the purpose is prohibited.
- C. Credit Limits. The Executive Director shall set credit limits on each purchase card issued. The maximum credit limit for general purpose credit cards assigned in the Authority's name may not exceed \$20,000. The maximum credit limit for all other purchase cards may not exceed \$5,000 without the approval of the Executive Committee.
- D. Distribution. Purchase Cards may be distributed to those officials and employees who, in the opinion of the Executive Director, have job responsibilities which would benefit from or otherwise be facilitated by the use of a purchase card.
- E. Personal Use Prohibited. Authority purchase cards may only be used for Authority business. Personal use, even if the purchase is reimbursed prior to the date the bill becomes due is prohibited by law.
- F. Unauthorized Charges. Any employee or official using an Authority issued purchase card for non-Authority business shall be billed for all unauthorized charges. The Finance Manager is authorized to make payroll deductions and/or initiate other collection processes to recover any unauthorized charges, together with an assessed penalty and interest. Charges which are not properly identified and documented shall be considered unauthorized charges.

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

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

MOVED AND PASSED at a special meeting of the Kitsap 911 Executive Committee on September 28, 2016 of which all Directors were notified and a quorum was present.

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



DUSTY WILEY, CHAIR

ATTEST:



Richard A. Kirton, Executive Director

Executive Summary

Kitsap 911 Board of Directors

Summary: For the year-to-date period ended March 31, 2024, revenues were below, and operating expenditures were flat with expectations.

Revenues: As of March 31, 2024, we have received approximately \$4.9M (24.56%) of projected annual revenues, which was below our year-to-date forecast of \$5.0M by approximately \$139K (2.78%).

We have received approximately \$3.50M (24.49%) of the total sales tax revenues, which was flat with our year-to-date forecast of \$3.50M, under by approximately \$14K (0.39%). Total sales tax revenues are divided evenly between our two 1/10th of 1% allocations, each receiving approximately \$1.7M year-to-date.

We have received approximately \$677K (25.57%) of the total projected excise tax revenues, which was below our year-to-date forecast of \$713K by approximately \$36K (5.04%). This was primarily driven by wireless excise taxes, which was approximately \$48K lower than in February.

We have received approximately \$729K (25.18%) of the total projected for other revenues, which was under our year-to-date forecast of \$818K by approximately \$90K (10.94%). For the current month, the variance from budget was primarily due to normal timing differences in the receipt of user agency payments.

Operating Expenditures: As of March 31, 2024, we have expended approximately \$4.42M (29.10%) of our total operating expenditures appropriation, which was flat with our year-to-date expectation of \$4.42M, over by approximately \$3K (0.07%).

We have expended approximately \$3.28M (27.28%) of our total operating salaries and benefits budget, which was above our year-to-date goal of \$3.20M by approximately \$84K (2.64%). This was due to an additional month's payment for medical insurance paid in March rather than April.

We have expended approximately \$1.13M (36.02%) of the total non-labor operating expenditures, which below our year-to-date goal of \$1.22M by approximately \$87K (7.14%).

Proposition 2-Funded Capital Project Expenditures: As of March 31, 2024, we have expended approximately \$2.23M (18.43%) of our total annual appropriation of \$12.11M.

Other Capital Projects and Non-Operating Expenditures: As of March 31, 2024, we have expended approximately \$139K (6.62%) of our total annual appropriation of \$2.10M.

Reserves: No reserves have been used year to date.

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

Kitsap 911 Public Authority
Budget Status Report
For the Three Months Ended March 31, 2024

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
REVENUES					
Sales and Excise Taxes					
Sales Tax	\$ 1,724,419	\$ 1,731,152	99.61%	\$ 7,040,065	24.49%
Sales Tax (Proposition 2)	1,724,419	1,731,152	99.61%	7,040,065	24.49%
Telephone Excise Taxes	677,146	713,105	94.96%	2,648,676	25.57%
Total Sales and Excise Taxes	4,125,985	4,175,409	98.82%	16,728,806	24.66%
Agency Fees and Surcharges					
Agency User Fees	472,720	632,132	74.78%	2,347,918	20.13%
NPRV MCT Surcharges	67,027	26,800	250.10%	99,541	67.34%
Total Agency Fees and Surcharges	539,747	658,931	81.91%	2,447,459	22.05%
State and Federal Funding					
State Military Grant	-	38,769	0.00%	144,000	0.00%
State and Community Highway Grant	-	261	0.00%	970	0.00%
Other Grants	-	-	0.00%	-	0.00%
Total State and Federal Funding	-	39,030	0.00%	144,970	0.00%
Other Revenues					
Tower Lease Revenue	115,759	107,690	107.49%	399,991	28.94%
Investment Interest	64,493	10,170	634.12%	37,776	170.72%
Miscellaneous Revenues	8,845	2,522	350.72%	9,367	94.43%
Total Other Revenues	189,097	120,382	157.08%	447,134	42.29%
TOTAL REVENUES	\$ 4,854,828	\$ 4,993,753	97.22%	\$ 19,768,369	24.56%
OPERATING EXPENDITURES					
Labor and Personnel					
Salaries and Wages	\$ 2,431,773	\$ 2,597,534	93.62%	\$ 9,647,984	25.20%
Benefits	655,924	532,843	123.10%	2,131,370	30.77%
Payroll Taxes	197,149	231,883	85.02%	861,280	22.89%
Budgeted Attrition	-	(161,773)	0.00%	(600,871)	0.00%
Total Labor and Personnel	3,284,845	3,200,487	102.64%	12,039,763	27.28%
Building and Tower Sites					
Lease/Rent Payments	16,646	60,666	27.44%	244,478	6.81%
Repairs and Maintenance - Facilities	84,595	130,377	64.88%	208,890	40.50%
Insurance	119,233	123,754	96.35%	123,754	96.35%
Utilities	51,268	46,643	109.92%	181,209	28.29%
Total Building and Tower Sites	271,743	361,439	75.18%	758,330	35.83%
Computer and Other Equipment					
Repairs and Maintenance - Equipment	442,542	503,353	87.92%	821,685	53.86%
Software	221,226	146,726	150.77%	385,513	57.38%
Total Computer and Other Equipment	663,768	650,079	102.11%	1,207,198	54.98%

Kitsap 911 Public Authority
Budget Status Report
For the Three Months Ended March 31, 2024

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
Supplies and Professional Services					
Supplies	14,808	16,696	88.70%	43,866	33.76%
Professional Services	79,820	127,251	62.73%	647,590	12.33%
Communications	73,684	85,356	86.33%	326,659	22.56%
Total Supplies and Professional Services	168,312	229,303	73.40%	1,018,116	16.53%
Other Operating Expenditures					
Travel and Training	12,040	23,346	51.57%	104,735	11.50%
Miscellaneous	18,723	17,362	107.84%	61,339	30.52%
Total Other Operating Expenditures	30,763	40,708	75.57%	166,074	18.52%
SUBTOTAL OPERATING EXPENDITURES	\$ 4,419,431	\$ 4,482,016	98.60%	\$ 15,189,481	29.10%
CAPITAL AND OTHER NON-OPERATING EXPENDITURES					
Proposition 2-Funded Projects					
LMR Replacement	\$ 2,138,084			\$ 10,950,000	19.53%
Microwave System Replacement	1,968			767,518	0.26%
MCT Replacement	127			-	0.00%
Non-Operating Labor	92,031			395,409	23.27%
Total Proposition 2-Funded Projects	2,232,211			12,112,926	18.43%
Other Non-Operating Projects					
Non-Operating Supplies and Services	1,715			10,350	16.57%
Capital Projects	137,241			2,089,559	6.57%
Total Other Non-Operating Projects	138,956			2,099,909	6.62%
SUBTOTAL OTHER NON-OPERATING PROJECTS	\$ 2,371,166			\$ 14,212,836	16.68%
TOTAL EXPENDITURES	\$ 6,790,598			\$ 29,402,316	23.10%

BUDGET POSITION AND ANALYSIS	
Revenues Over/(Short) of Expenditures	Year to Date
Proposition 2 Budget (Deficit)/Surplus	\$ (507,791)
Prior Years' Unassigned Funds	507,791
Total	\$ -
Non-Proposition 2 Budget (Deficit)/Surplus	\$ (1,427,978)
Prior Years' Unassigned Funds	1,427,978
Proposition 2 Surplus Revenues	-
Stabilization Fund Reserve	-
Total	\$ -

Kitsap 911 Public Authority

Fund Balance Report As of March 31, 2024

CASH AND INVESTMENT BALANCES

Balance Type	Ending 02/29/2024	Current Activity	Ending 03/31/2024
KCIP Investments	\$ 8,009,598	\$ 173,451	\$ 8,183,049
Cash in Bank	2,898,329	(850,418)	2,047,911
Total Non-Custodial Cash and Investments	\$ 10,907,927	\$ (676,967)	\$ 10,230,960
Custodial Funds (FSA Account)	327	44,377	44,703
Total Cash and Investments	\$ 10,908,254	\$ (632,590)	\$ 10,275,664

USE OF FUNDS

	For the Month Ended 03/31/2024
Primary Revenue Sources	
Ending Cash Balance as of 2/29/2024	\$ 5,270,253
Revenues	895,151
Operating Expenditures - Labor	(1,540,996)
Operating Expenditures - Non-Labor	(300,217)
Capital Expenditures	(68,530)
Ending Cash Balance	\$ 4,255,662
Proposition 2	
Ending Cash Balance as of 2/29/2024	\$ 5,542,894
Revenues	523,433
Capital Expenditures	(91,029)
Ending Cash Balance	\$ 5,975,298
Total Non-Custodial Cash Balance	\$ 10,230,960

Custodial Funds

Ending Cash Balance as of 2/29/2024	\$ 327
Transfers In	47,346
Transfers Out	(2,969)
Ending Cash Balance	\$ 44,703
Total Cash Balance	\$ 10,275,664

Current Capital and Other Non-Operating Projects

As of March 31, 2024

Job Code	Project Description	Project Cost Estimate	Funds Appropriated in:			Expenditures			Unspent Balance
			Prior Years	2024	Total	March Actual	Current Year-to-Date	Current Life-to-Date	
26	Backup Center	\$ 140,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 31,327	\$ 268,673
29	Unexpended Fire Alerting Project Funds	128,192	128,192	-	128,192	928	1,151	7,356	120,837
40	UPS Hardware Replacement	300,000	-	300,000	300,000	-	14,868	15,526	284,474
44	Server Virtualization & Cyber Security	55,000	-	94,000	94,000	-	-	8,107	85,893
57	Microwave System	2,000,000	-	767,518	767,518	1,573	1,968	1,230,821	(463,303)
58	LMR Replacement Project	39,000,000	-	10,950,000	10,950,000	49,977	2,138,084	2,159,243	8,790,757
64	Dispatch Floor Project - Console Furniture	500,000	-	500,000	500,000	-	91	91	499,909
65	Dispatch Floor Project - Carpet	150,000	-	150,000	150,000	-	-	-	150,000
66	Dispatch Floor Project - Soundproofing	150,000	-	150,000	150,000	-	-	-	150,000
67	Replace AV System	250,000	-	50,000	50,000	10,262	10,262	10,370	39,630
70	Data Logging Software	50,000	-	50,000	50,000	-	-	-	50,000
73	Secondary Edge Frontier Licenses	15,000	-	15,000	15,000	-	-	-	15,000
	Logging Recorder Replacement	200,000	-	200,000	200,000	-	-	-	200,000
	DC System Batteries	50,000	-	50,000	50,000	-	-	-	50,000
	CAD-to-Radio Interface	50,000	-	50,000	50,000	-	-	-	50,000
Total		\$ 43,038,192	\$ 128,192	\$ 13,626,518	\$ 13,754,710	\$ 62,740	\$ 2,166,424	\$ 3,462,841	\$ 10,291,869

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