Kitsap 911 Board of Directors Meeting

November 04, 2025 (12:30 to 2:00)

Via Hybrid Option of Zoom or in-person at the Norm Dicks Governance Center

Mission Statement: We are Kitsap 911 providing exceptional public safety emergency communications services every day.

A G E N D A

1	**Call to Order**	(Chair)	
2	**Additions to the agenda**	(Chair)	
3	**Public Comment (Limited to 2 minutes per speaker)**	(Chair)	
4	**Consent Agenda -** All matters listed within the Consent Agenda have been distributed to each member of the Board as a separate document for reading and study, are considered routine and will be enacted by one motion of the Board with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by a Board member or by citizen request. **Click here to open the consent agenda.**	(Chair)	

Employee Recognition

5	Employee of the 3rd Quarter	(Jameson)	

Action Items

(These would be items previously discussed and/or routine items ready for action. Click blue text to view)

6	Approval of 1st Tranche on LMR Line of Credit	(Rogers)	*Page 3*
7	Approval of Executive Search Hiring Plan	(Jameson)	*Page 6*
8	Approval of the Collective Bargaining Agreements with Closed Session	(Jameson)	*Page 8*

Discussion Items

(New items not previously discussed, not ready for action.)

9	CAD Upgrade Project - Hexagon Master Agreement	(Wecker)	*Page 102*
10	2026 Unrepresented Employees Salary Schedule	(Jameson)	*Page 179*
11	2026 Meeting Schedule	(Jameson)	*Page 182*
12	Strategic Initiative #5 Progress Report	(Donley)	*Page 184*
13	Strategic Initiative #1 Progress Report	(Jameson)	*Page 187*

Standing Reports

(As Time Permits)

14	Strategic Advisory Board Report	(Chief LaGrandeur)	
15	Land Mobile Radio Report	(Peabody)	
16	Monthly Finance Report	(Rogers)	*Page 190*
17	Goals and Tech Project Report	(Higashi)	*Page 196*
18	Staffing Report	(Taylor)	*Page 197*
19	Up-Coming Items		

- o Discussion: Chair/Vice Chair (Dec)
- o Action: Finalize Board Retreat Agenda (Dec)
- o Action: Approval of Hexagon Master Agreement (Dec)
- o Action: Unrepresented Employees Salary Schedule (Dec)
- o Action: 2026 Meeting Schedule (Dec)
- o Discussion: Board Effectiveness and Structure Review Report (Jan)

20	Good of the Order	(All)
21	Adjourn	(Chair)

Adopted Board Expectations

Collaboration and Communication: Engage in open, honest, and constructive dialogue with fellow board members, agency staff, and stakeholders. Foster a culture of collaboration, active listening, and mutual respect.

Active Engagement: Thoroughly review materials in advance, consistently attend meetings, participate in discussions, and make informed contributions to decision-making.

Integrity & Ethics: Uphold the highest ethical standards and act in the best interests of the agency.

Accountability & Growth: Hold oneself, peers, and agency staff accountable while seeking continuous improvement and professional development.

Public Comment may be submitted to pubcomment@kitsap911.org. All comments received prior to 12:00 PM on Nov 3, 2025. will be included in the public comment report. Comments received after that will be distributed to Kitsap 911 Board members after the meeting concludes. Members of the public may also comment during the meeting via zoom by using the Q&A feature.

Zoom Webinar Link:

When: November 4, 2025 at 1230
Event Name: Kitsap 911 Board Meeting

Please click the link below to join the event:
https://events.zoom.us/ej/AvOsxTLqL10Y9x5U-vsGbA0hfpBr5kkhO64Lmm0toZAxj1_zt-Kt~A7bs_PDTGIEQD8vE-EzJ2djfiY3789gbj-qk_6GPSe3M5UfJPg-kReg7byYSg

Board of Directors Action Item Summary

November 4, 2025 (12:30 to 2:00)
Agenda Item #6

Agenda Item:	**Approve First Tranche from the Holman Capital Line of Credit for Land Mobile Radio Project**
Submitted By:	Steve Rogers
Title:	Finance Manager
Attachments:	Loan Amortization Schedule

Budgetary Impact	
Budgeted Amount:	
Expenditure Required:	
Budget Category:	Long-Term Debt

Reviewed By:	Maria Jameson-Owens, Brandon Wecker, Ken Bagwell, WCIA
Reviewed Date:	October 28, 2025

Summary:

The radio-replacement project is a $46 million initiative funded to date by Proposition 2 sales tax revenues. Because receipts to date from Proposition 2 are significantly below the amount needed to maintain our completion timeline, the Board approved the Master Financing Agreement (MFA) with Holman Capital in September 2025. This debt instrument is in line with our original funding plan and Strategic Initiative #2.

Under this MFA:

- A "guidance line of credit" was established, from which Kitsap 911 may draw individual tranches;
- Each tranche functions as a separate loan with its own repayment terms for which the MFA is updated;
- Kitsap 911 has the option to either make the semiannual payments as scheduled or pay the loan of early on any scheduled payment date, retaining full flexibility during the entire term; and
- The guidance line of credit remains available after full repayment, providing capacity for future capital needs.

While the general terms of the MFA remain unchanged with each drawdown against our guidance line of credit, the agreement must be updated with the payment terms of the tranche and consequently requires reauthorization by the Board before the Executive Director is able to sign. Once executed, Kitsap 911 will have access to the funding within an estimated 30-45 days, and thereafter, will begin submitting invoices directly to Holman Capital, who will send payments to the vendors on our behalf against the line of credit.

Funds from Holman Capital are generally restricted for use on capital projects. This first tranche, which will be primarily used for the acquisition and construction of additional tower sites, radio system equipment, and microwave system equipment, will be in the amount of $10.0 million. For this, Kitsap 911 will pay $507,000 semiannually (beginning in June 2026) over a 15-year term at an interest rate of 5.90%, with purchase options available at any scheduled point during the term, if desired.

Recommendation:

Move to approve the amortization table with Holman Capital, which provides Kitsap 911 with $10.0 million in funding for capital projects (as previously discussed), subject to the payment terms in the included amortization schedule.

BORROWER:	**KITSAP 911 AUTHORITY**
LENDER:	**HOLMAN CAPITAL CORPORATION**
COMMENCEMENT:	**3-Dec-2025**
TERM:	**15 YEARS**
1ST PAYMENT DUE:	**3-Jun-2026**
RATE:	**5.90%**

OPTION A

PAYMENT NO.	DATE	PAYMENT	INTEREST COMPONENT	PRINCIPAL COMPONENT	PURCHASE OPTION
0	12/3/2025				
1	6/3/2026	$ 506,900.68	$ 295,000.00	$ 211,900.68	$ 10,375,385.28
2	12/3/2026	$ 506,900.68	$ 288,748.93	$ 218,151.75	$ 10,144,144.42
3	6/3/2027	$ 506,900.68	$ 282,313.45	$ 224,587.23	$ 9,906,081.96
4	12/3/2027	$ 506,900.68	$ 275,688.13	$ 231,212.55	$ 9,660,996.66
5	6/3/2028	$ 506,900.68	$ 268,867.36	$ 238,033.32	$ 9,408,681.34
6	12/3/2028	$ 506,900.68	$ 261,845.38	$ 245,055.30	$ 9,148,922.72
7	6/3/2029	$ 506,900.68	$ 254,616.25	$ 252,284.43	$ 8,881,501.22
8	12/3/2029	$ 506,900.68	$ 247,173.85	$ 259,726.83	$ 8,606,190.78
9	6/3/2030	$ 506,900.68	$ 239,511.91	$ 267,388.77	$ 8,322,758.69
10	12/3/2030	$ 506,900.68	$ 231,623.94	$ 275,276.74	$ 8,030,965.34
11	6/3/2031	$ 506,900.68	$ 223,503.28	$ 283,397.40	$ 7,730,564.10
12	12/3/2031	$ 506,900.68	$ 215,143.06	$ 291,757.62	$ 7,421,301.02
13	6/3/2032	$ 506,900.68	$ 206,536.21	$ 300,364.47	$ 7,102,914.68
14	12/3/2032	$ 506,900.68	$ 197,675.46	$ 309,225.22	$ 6,775,135.95
15	6/3/2033	$ 506,900.68	$ 188,553.31	$ 318,347.37	$ 6,437,687.74
16	12/3/2033	$ 506,900.68	$ 179,162.06	$ 327,738.62	$ 6,090,284.80
17	6/3/2034	$ 506,900.68	$ 169,493.78	$ 337,406.90	$ 5,732,633.49
18	12/3/2034	$ 506,900.68	$ 159,540.27	$ 347,360.41	$ 5,364,431.45
19	6/3/2035	$ 506,900.68	$ 149,293.14	$ 357,607.54	$ 4,985,367.46
20	12/3/2035	$ 506,900.68	$ 138,743.72	$ 368,156.96	$ 4,595,121.08
21	6/3/2036	$ 506,900.68	$ 127,883.09	$ 379,017.59	$ 4,193,362.44
22	12/3/2036	$ 506,900.68	$ 116,702.07	$ 390,198.61	$ 3,779,751.91
23	6/3/2037	$ 506,900.68	$ 105,191.21	$ 401,709.47	$ 3,353,939.87
24	12/3/2037	$ 506,900.68	$ 93,340.78	$ 413,559.90	$ 2,915,566.38
25	6/3/2038	$ 506,900.68	$ 81,140.76	$ 425,759.92	$ 2,464,260.86
26	12/3/2038	$ 506,900.68	$ 68,580.84	$ 438,319.84	$ 1,999,641.83
27	6/3/2039	$ 506,900.68	$ 55,650.41	$ 451,250.27	$ 1,521,316.55
28	12/3/2039	$ 506,900.68	$ 42,338.53	$ 464,562.15	$ 1,028,880.67
29	6/3/2040	$ 506,900.68	$ 28,633.94	$ 478,266.74	$ 521,917.92
30	12/3/2040	$ 506,900.68	$ 14,525.28	$ 492,375.40	$ -
Grand Totals		**$ 15,207,020.40**	**$ 5,207,020.40**	**$ 10,000,000.00**	

15 YEARS
SEMI-ANNUAL PAYMENTS IN ARREARS

Board of Directors Action Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #7

Agenda Item:	**Executive Search Plan**
Submitted By:	Maria Jameson-Owens
Title:	Executive Director
Attachments:	None

Budgetary Impact (If Applicable) TBD by Requests for Qualifications
Budgeted Amount:
Expenditure Required:
Budget Category:

Reviewed By:	Brandon Wecker, Maria Jameson-Owens. Steve Rogers, Rachael Taylor
Reviewed Date:	October 28, 2025

Summary Statement:

- This document outlines the proposed process for the Kitsap 911 Board of Directors to follow in recruiting and hiring the next Executive Director. The process includes:
  - Selection of firms to conduct a compensation study and executive recruitment through separate Requests for Qualifications (RFQs).
  - Establishing the salary range for the Executive Director position.
  - Implementing a structured recruitment and selection process to ensure fairness, quality, and efficiency.

Phase 1: Selection of Firms to Conduct Compensation Study and Executive Recruitment (RFQ Process)
RFQ Development:

- Two separate RFQs will be prepared and issued:
  - Compensation Study Firm RFQ – outlining scope of work, qualifications, evaluation criteria, and timeline for conducting a comprehensive compensation study.
  - Executive Recruitment Firm RFQ – outlining scope of work, qualifications, evaluation criteria, and timeline for managing the Executive Director search.
- Both RFQs will be issued through appropriate channels.

Evaluation and Selection:

- Kitsap 911 management will review and score proposals for each RFQ separately using a standardized evaluation matrix.
- Kitsap 911 Management will make separate recommendations to the full Board for approval of:
  - The firm selected to conduct the compensation study.
  - The firm selected to conduct the executive recruitment.
- Contract Execution:
  - Once firms are selected, Kitsap 911 will negotiate and execute a contract defining scope, cost, and deliverables.

Phase 2: Compensation Study

- Timeline and process will be determined after compensation study firm selected.
- The compensation study firm will gather input from the Board of Directors to inform the process and deliverables.

Phase 3: Recruitment and Candidate Search

- Timeline and process will be determined after recruitment firm selected.
- The Board should begin considering how it wishes to manage this process — for example, whether to form a Hiring Committee to oversee the early stages, with the final selection to be made by the full Board.

Phase 4: Interview and Selection Process

- Timeline and process will be determined after recruitment firm selected.
- The recruitment firm will gather input from the Board of Directors on the interview and selection process.

Phase 5: Offer, Negotiation, and Onboarding

- Timeline and process to be determined after recruitment firm selected.
- The goal is to have the new Executive Director on board by August 2026, allowing for approximately three months of overlap with the current Executive Director.

Recommendation

1. Direct staff to prepare and release the RFQ’s for compensation study and executive recruitment services.
2. Consider forming a Hiring Committee and selecting members no later than the January 2026 Board meeting.

Board of Directors Action Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #8

Agenda Item:	**Collective Bargaining Agreement (CBA)**
Submitted By:	Maria Jameson
Title:	Executive Director
Attachments:	Operations CBA 2026-2027 and Technical Services Group (TSG) 2026-2028

Budgetary Impact (If Applicable)

Budgeted Amount:	$750,000 per year
Expenditure Required:	$750,000 per year
Budget Category:	Salary and Benefits

Reviewed By:	Steve Rogers, Brandon Wecker, Dawn Perry, Kyle Boeddeker
Reviewed Date:	October 28, 2025

Summary Statement:

The Kitsap 911 Guild and Kitsap 911 Management conducted formal negotiations during seven sessions in 2025 to prepare two new Collective Bargaining Agreements — one for Operations and one for Technical Services.

This marks the first negotiation separating Operations and Technical Services. While most aspects of the agreements are consistent, there are several key differences outlined below.

Technical Services Changes:

- Work Schedule - Moved to 10-hour shifts 4 days per week.
- Wages - Min 2%, Max 3% Wage increase each year based on the Consumer Price Index (CPI) with an option to open the topic for discussion if CPI is 5% or greater.
- Standby Compensation – Increased from $45 to $50 per day Monday through Friday and an amount equal to one hour of Employee's base hourly wage or $50, whichever is greater, for weekends and holidays.
- Retention Bonus was renegotiated to a Longevity bonus based on completed years of service as of January 1 of each year.
    - After 3 years .75%
    - After 5 years 1.00%
    - After 10 years 1.25%
    - After 15 years 1.75%
    - After 20 years 2.25%
- Term – Three years, January 1, 2026, through December 31, 2028.

Operations Changes:

- Wages – 2026: 3% January and 1% July;
  2027: Min 2%, Max 4% Wage increase each year based on CPI with an option to open for discussion if CPI is 5% or greater.
- Retention was renegotiated to a Longevity bonus calculated at 1.5% of all compensation. Employees who have completed 2 years of employment will receive an annual payment in the first full paycheck in January 2027 and 2028 based on completing the qualifying year.
- Term – Two years, January 1, 2026, through December 31, 2027.

Included in Both Agreements:

- Implemented Merit hours, a form of paid leave, for employees who exceed designated annual thresholds in training or overtime from January 1 to December 31 as well as long-term recognition for employees over 25 years of service.
  - Trainers who train 400 hours or more receive 10 merit hours.
  - Employee completing 25 years of service receive 10 merit hours.

The Guild has ratified both proposed agreements.

Recommendation:

Move to approve Collective Bargaining Agreements between Kitsap 911 and Kitsap 911 Employees' Guild Operations and Technical Service Group as presented.

Collective Bargaining Agreement

Kitsap 911

&

Kitsap 911 Employees Guild

Supervisor and Non-Supervisory Bargaining Units

January 1, 2026 – December 31, 2027

Table of Contents

PREAMBLE

This Collective Bargaining Agreement (**"Agreement**") is entered into by, Kitsap 911 (**"Employer"**) and Kitsap 911 Employees Guild **("Guild"**), to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this Agreement is to set forth the wages, hours, and working conditions for the members of the bargaining units represented by the Guild for the term of this agreement. The parties recognize the value of consolidating collective bargaining agreements for both bargaining units into this single Agreement and at the same time desire to continue their recognition of two separate bargaining units.

The parties agree as follows:

ARTICLE I. DEFINITIONS

"Business Day": Monday through Friday excluding holidays recognized in this Agreement and the day after Thanksgiving.

"Change in Certification": Any employee who promotes or advances from one classification to another within their same group. Example: Operations Employee moves from PS Telecommunicator Trainee to PS Telecommunicator I.

"Continuous Service Date": Also known as CSD or Seniority. The length of employment including periods of authorized leave with pay. Unauthorized leave without pay will affect the Employee's CSD.

"Director": Executive Director or Designee.

"Employer": The collective management of Kitsap 911.

"Extra Help": A non-budgeted position without an established Regular Schedule of work or predictable quantity of hours.

"Full-Time": A budgeted position that works a Regular Schedule of 80 or less hours per pay period.

"Full-Time Equivalent": Also known as FTE. A percentage representation of an Employee's Regular Schedule as compared to a 40 hour per week schedule.

"Guild Officer": A person elected from within the Guild to the office of President, Vice President, Secretary, or Treasurer.

"Merit Hours": A form of paid leave awarded by the Employer to recognize employees who exceed designated annual thresholds in training or in longevity. Merit Hours are credited to the Employee's leave bank during the pay period following verification that the threshold has been met. Merit hours may be carried over but may not be cashed out.

"Part-Time": A budgeted position that works a Regular Schedule 60 hours or less per pay period.

"Premium Pay": An actual monetary value, or a percentage, applied to an Employee's base wage as a separate item.

"Regular Employee": A Full-Time or Part-Time Employee who is a member of a Bargaining Unit and is no longer on probation. This excludes Extra Help Employees.

"Regular Scheduled Shift": Also known as Base Shift. An Employee's primary predictable work schedule or flex schedule including adjusted hours and training hours excluding overtime.

"Term Limited" or **"Temporary Employee":** Employees hired for a specific period of time or for the purposes of completing a specific project.

"Vacant": An unfilled position within an established classification.

ARTICLE II. RECOGNITION

SECTION 2.1. Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for the following Bargaining Units within Kitsap 911:

(a) Supervisor Bargaining Unit. This unit is comprised of Full-Time Employees in the positions of Professional Standards Program Manager, Training Manager, Public Safety Communications Supervisor, Public Safety Communications Assistant Supervisor, Technology Services Supervisor, and any other existing or newly created position performing work traditionally or historically done by Employees within this bargaining unit.

(b) Nonsupervisory Bargaining Unit. This unit is comprised of Full-Time and Part-Time Public Safety Telecommunicator Trainee, Public Safety Telecommunicator Non-Emergency Call Taker, Public Safety Telecommunicator I, Public Safety Telecommunicator II, and any other existing or newly created position performing work traditionally or historically done by Employees within this bargaining unit.

SECTION 2.2 Extra Help. The Employer shall provide the Guild with reasonably prompt notice of any new Extra Help Employees. Extra Help Employees are not part of a Bargaining Unit and are not members of the Guild. Extra Help are at-will and are not guaranteed hours. Extra Help will follow rules set forth by the Employer and the Guild for allocation of hours.

Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits within this Agreement, except as expressly stated herein.

The Employer shall review the number of hours worked by Extra Help Employees after each pay period and will notify the Guild when an Extra Help Employee reaches 300 hours. Once an Extra Help Employee exceeds 347 hours within a calendar year, they will be classified as Bargaining Unit Extra Help.

SECTION 2.3 Bargaining Unit Extra Help. Extra Help Employees who work more than 347 hours per calendar year and perform~~s~~ work historically done by Employees within either Bargaining Unit identified in Section 2.1(a) or Section 2.1(b) will become members of the appropriate Bargaining Unit. Bargaining Unit Extra Help will remain in this classification until separation or termination. Bargaining Unit Extra Help are considered at-will and are not guaranteed hours. Bargaining unit Extra Help will follow rules set forth by the Employer and the Guild for allocating hours.

Bargaining Unit Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits under this agreement except as expressly stated herein.

At their discretion, Bargaining Unit Extra Help may become members of the Guild by paying dues.

SECTION 2.4 Term Limited or Temporary Employee. The Employer shall provide reasonable notice to the Guild of any intention to hire Term Limited or Temporary Employees and will meet to bargain any impacts to Guild members.

ARTICLE III. GUILD SECURITY

Section 3.01 Membership. The Employer recognizes that members of the Bargaining Units recognized in Section 2.1 may, at their discretion, become members of the Guild by paying Guild dues. However, such membership is not a condition of employment. The Employer shall notify the Guild monthly of any new Bargaining Unit Employees and provide an opportunity to meet with those Employees as required by law. The Guild shall fairly represent all Employees in the Bargaining Unit to the extent required by law.

Section 3.02 Dues Remittance. If a written Authorization for Payroll Deduction from an Employee has been received by the Employer five days before the end of the pay period, the Employer shall begin deducting from such Employee on the paycheck immediately following. The Employer shall deduct half the monthly dues per paycheck. If there are three paychecks in a calendar month, no dues will be deducted from the third paycheck. The Employer shall remit the dues collected to the Guild at least monthly.

Section 3.03 Cancellation of Dues Authorization. If a written request to cancel the Authorization for Payroll Deduction has been received by the Employer five days before the end of the pay period, the Employer will honor the cancellation on the paycheck immediately following. If the request is received later than five (5) days before the end of the pay period, the cancellation of dues collection will begin on the next paycheck. The Employer will notify the Guild of any requests to cancel dues.

Section 3.04 Hold Harmless. The Guild shall hold the Employer harmless against any claims brought against the Employer by an Employee arising out of the Employer making a good faith effort to comply with this Article.

Section 3.05 Guild Rights to Administer Membership. The Guild may propose amendments to Sections 3.01, 3.02 and 3.03 of this Agreement. If the Guild provides the Employer notice of such a change, the Employer shall not unreasonably refuse the change.

ARTICLE IV. LABOR MANAGEMENT RELATIONS

Section 4.01 Guild and Employer Relations. The Employer and the Guild shall provide authorized representatives to conduct all collective bargaining regarding wages, hours, and working conditions of employment. The Employer and the Guild recognize the importance of a reliable work force to provide quality services to the citizens served by Kitsap 911. The Employer shall promote a reliable work force by providing competitive wages and benefits. The Guild members will strive to provide the best services possible to the citizens served by Kitsap 911.

Section 4.02 No Strike Clause. The Guild and the Employer agree that nothing contained in RCW 41.56 permits or grants any public Employee the right to strike or refuse to perform their official duties. Further, the Guild and the Employer agree that the public interest requires the efficient and uninterrupted performance of all services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild shall not cause or condone any form of work stoppage, strike, or slow-down as long as the terms of this Agreement are in effect. Employees who are involved in such actions are subject to discipline up to and including termination.

Section 4.03 Nondiscrimination. Neither the Employer, the Guild, nor any Employee, will in any manner whatsoever discriminate against any Employee on the basis of race, creed, color, religion, national origin, sex, marital status, sexual orientation, gender identity, genetic information, gender association, age, honorably discharged veteran or military status, HIV status, the presence or perception of the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration, and is not to be construed to indicate the required sex of any Employee or job applicant.

No Employee will be discharged, disciplined, subject to adverse employment action, or discriminated against for upholding lawful Guild activities, fulfilling duties as a Guild Officer, or serving on a Guild committee, or as a member of the Guild.

This section is intended to protect against discrimination as set forth in federal, state, and local laws.

ARTICLE V. MANAGEMENT RIGHTS

Section 5.01 Management Rights. All management rights, powers, authority, and functions, whether exercised and regardless of the frequency or infrequency of their exercise, remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and functions include, but are not limited to:

(a) The full and exclusive control of the management and operation of the Employer's business and affairs and,

(b) The determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto and,

(c) The determination of the number, size, and location of its offices and places of business and equipment to be utilized, and the layout thereof and,

(d) The right to establish or change shifts, schedules of work and standards of performance within the parameters of this Agreement and,

(e) The right to establish, change, combine, or eliminate jobs, positions, classifications, and descriptions within the parameters of this Agreement and,

(f) The right to establish new or change existing procedures, methods, processes, facilities, machinery, and equipment, or make technological changes and,

(g) The right to utilize on-call Employees without restriction and,

(h) The right to maintain order and efficiency and,

(i) The right to designate the work and functions to be performed and,

(j) The right to establish, administer, or change bonus, incentive, or merit compensation plans beyond those identified in this Agreement and,

(k) The right to make and enforce safety and security rules of conduct and,

(l) The right to discipline or discharge Employees for just cause and,

(m) The determination of the number of Employees and the direction of Employees.

The Employer and the Guild agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions of management will remain exclusively vested in the Employer, except insofar as expressly and specifically surrendered or limited by the expressed provisions of this Agreement.

ARTICLE VI. GUILD OFFICIALS & USE OF EQUIPMENT

Section 6.01 Guild Board Notification and Time Off. The Guild shall provide the Employer notice of any change to the Guild Officers and executive board members within thirty calendar days of their appointment. The Employer shall grant reasonable time off to Employees designated by the Guild as representatives, executive board members, committee members, or Guild Officers while engaged in official Guild/Employer business involving contractual matters, such as attending a grievance hearing, labor-management meeting, negotiations, or serving as a representative in any disciplinary meeting or internal investigation, provided:

(a) The Guild notifies the Employer at the earliest time the Guild is made aware of the need to be absent and,

(b) The Employer determines that such temporary absence will not cause unreasonable disruption of services.

Section 6.02 Guild President Part-Time Option. Upon request of the Guild President, the Employer shall grant Part-Time status to the Guild President under the following terms:

(a) The Guild President is an Operations employee.
Should the Guild President be a member of the TSG Bargaining Unit, refer to the TSG Bargaining Unit contract.

(b) The Guild President notifies the Employer of their request to become a Part-Time Employee no later than September 1st of the year prior to their Part-Time status becoming effective.

(c) The Guild President may return to Full-Time at any time. If the Guild President returns to Full-Time they may not return to Part-Time for the remainder of that bid ~~calendar~~ year.

(d) If the Guild President is Part-Time, the Employer shall pay the President their regular hourly rate, excluding overtime considerations, for any time spent in the attendance of labor management or negotiation sessions. The Employer shall consider such time as hours worked.

Section 6.03 Guild Use of Employer Property. The Employer shall provide and permit the use of a bulletin board space for the purpose of posting health and safety information, meeting notices, newsletters, and other information that the Guild chooses to post as long as it is not discriminatory or political in nature except as allowed by law. The Guild shall not post anything that would be offensive to a reasonable person. The Guild may distribute Guild literature in Employee lounges, Employee mailboxes, non-public and non-work areas.

Employees may use the Employer's email system to communicate Guild business to the Employer. Employees may use the Employer's email and messaging system to request a Guild Representative. No other use of the Employer email or messaging system will be used to conduct Guild business.

Section 6.04 Non-Employee Access to Employer Premises. The Employer shall provide non-Employee representatives of the Guild reasonable access to the premises of the Employer during working hours provided:

(a) Such visits are for the purpose of the administration of this Agreement and

(b) Such visits will not interfere with the normal work duties of the Employees.

Section 6.05 Annual Guild Training. The Employer shall permit up to three Guild members total from all bargaining units, selected by the Guild, per calendar year to attend training authorized by the Guild under the following conditions:

(a) The absence(s) does not create an unreasonable disruption of the Employer's services and,

(b) Members attending training may use paid annual leave, compensatory time, or with mutual agreement between the Employer and the Employee, the Employee may adjust their work schedule to make up the absence and,

(c) If the absence necessitates the need for overtime and the Employer notifies the Guild in advance of this need, the Guild will compensate the Employer for any overtime costs directly resulting from the absence and,

(d) The Employer may approve requests beyond three Guild members and these additional absences will follow the terms of this Section.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 7.01 Purpose and Limitations. If the Guild, an Employee, or group of Employees are aggrieved by the Employer's interpretation or application of the terms of this Agreement they may seek a remedy through the grievance procedure contained in this Agreement. An Employee may be represented by the Guild. If an Employee chooses to present their grievance without being represented by the Guild, the Employer shall provide the Guild reasonable notice and an opportunity to be present at any initial meeting called to facilitate the resolution of the grievance.

The Employer shall not provide a remedy that is inconsistent with the terms of this Agreement to an Employee pursuing a grievance without Guild representation. An Employee or group of Employees may continue a grievance to Step 2, but the Guild can exclusively advance a grievance beyond Step 2.

Section 7.02 Step 1 – Oral Discussion with Employer Designee. Step 1 is a required step except in cases of suspension or termination, or unless waived by the Employer's policy prohibiting discrimination and harassment. In such cases the Guild or Employee may elect to proceed directly to Step 2.

Within 15 Business Days of the occurrence which gave rise to the grievance, or within 15 Business Days after the Employee or the Guild has knowledge of the event, the Guild or Employee representing themselves shall provide written notice of the subject matter of the grievance and request to meet with a designated representative of the Employer. The Employer shall schedule such meeting as soon as is practicable.

The Employer representative may be a Public Safety Communication Supervisor, Training Manager, Professional Standards Program Manager, TSG Manager, or any member of the management team. An Employer representative will not be assigned to review a decision made by their peer, or a decision their peer may have been involved in making, but they may be assigned to review a decision they made or were involved in making.

The Guild is deemed to have knowledge of the event upon any of the following:

(a) Actual knowledge by a Guild Officer, or

(b) Receipt of actual notice by a Guild Officer, or

(c) Within 60 calendar days of the information being released.

The Employer shall notify the Guild and the Employee who represented themselves of the Employer's decision on the grievance, or provide a reason for delay, within 15 business days following the Step 1 discussion.

Section 7.03 Step 2 – Oral Discussion with Deputy Director. If the Guild, or the Employee representing themselves, is not satisfied with the outcome of the Step 1 grievance, or did not receive a timely response from the Employer, the Guild, or Employee representing themselves, may provide written notice of the grievance to the Deputy Director within 15 Business Days of receiving the Step 1 decision or 15 Business Days after the Step 1 discussion.

If the Guild or Employee representing themselves files a timely grievance notice with the Deputy Director, the Employer shall conduct an investigation including a discussion with the Guild and Employee. After the Step 2 discussion and within 15 business days, the Deputy Director shall notify the Guild, and the Employee representing themselves, in writing, of their decision and supporting reason, or provide reason for delay.

Section 7.04 Step 3 – Written Grievance and Discussion with Executive Director. If the Guild is not satisfied with the outcome of the Step 2 grievance or has not received a timely response from the Employer at Step 2, the Guild may reduce the grievance to writing and submit the grievance to the Executive Director within 15 Business Days of receipt of the Employer's Step 2 decision. Within 15 Business Days of the submission of the Step 3 written grievance, the Executive Director and the Guild shall meet to discuss the grievance. The Executive Director shall provide a written decision or provide reasons for delay within 15 Business Days after the Step 3 discussion.

Section 7.05 Optional Mediation. If there is no timely response from the Employer or if the Guild is dissatisfied with the Step 3 decision, the Guild and the Employer may agree to submit the grievance to mediation. Either the Guild or the Employer may refuse mediation. If either party refuses mediation, the Guild may advance the grievance to arbitration in accordance with the terms of this Agreement.

(a) Mediator Selection and Cost. Upon mutual agreement of the Guild and the Employer to submit the grievance to mediation, the parties shall jointly petition PERC or another mutually agreed upon mediation service for the appointment of a mediator. A mediation session will be scheduled as soon as is practicable but no later than thirty days from the date of the petition or any other period of time that is mutually agreed by the Guild and the Employer. The Guild and the Employer shall each pay 50% of any compensation and expenses relating to the cost of mediation. The Guild and the Employer shall participate in the mediation in good faith.

(b) Nonbinding Mediation. Neither the Guild nor the Employer is bound to accept the recommendations of the mediator. If the parties agree upon a settlement resolving the matter, such settlement will be final and binding on the parties. Should the matter proceed to arbitration, the mediator's findings, recommendations, or any settlement offers or discussions will not be subject to review by the arbitrator and will not be included in either party's presentation to the arbitrator. Either party may inform the arbitrator that the matter was not resolved in mediation.

Section 7.06 Step 4 – Arbitration. If there is no timely response from the Employer or if the Guild is dissatisfied at Step 3 and there is no settlement in mediation or mediation was refused, the Guild or the Employer may request arbitration within 15 Business Days under the terms below:

(a) Arbitrator Selection. The Guild and the Employer shall attempt to agree on an arbitrator to hear and decide the case. If the parties are unable to agree to an arbitrator within ten Business Days of the request for arbitration, either party may request a list of nine names from the Federal Mediation and Conciliation Service (FMCS) within five Business Days of the parties' failure to mutually agree to an arbitrator. The FMCS list will only contain names from the sub-regional panel from Washington and Oregon. The Guild and the Employer shall pay fifty percent of the cost of such list. The parties shall flip a coin to determine who strikes first, with each side alternately striking names until a single arbitrator remains.

(b) Hearing. The arbitrator is granted the authority to hold a hearing and accept pertinent evidence submitted by both parties and to request any data that the arbitrator deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Arguments of the parties may be supported by oral comment and rebuttal. The hearing will be kept private and only include the parties and their designated representatives and witnesses.

(c) Arbitrator Authority. The arbitrator is granted the authority to rule only on the basis of information presented in the hearing and deliver a decision in writing on the issue presented for arbitration. The arbitrator will refuse to receive any information after the hearing, except when there is mutual agreement between the parties and in the presence of both parties. The arbitrator is prohibited from rendering a decision that will add to, subtract from, or otherwise modify any term of this Agreement. Either party may submit post-hearing briefs to the arbitrator within thirty days of the hearing. The parties shall attempt to agree on the brief submission date. If the parties fail to agree to a brief submission date, the arbitrator will decide. The arbitrator will submit their written decision to the parties within thirty days of the hearing or within thirty days of the brief submission date, whichever is later. The decision of the arbitrator is final and binding on the parties.

(d) Cost of Arbitration. The Guild and the Employer shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the party making the request shall pay the cost. If the other party requests a copy of the record and pays 50% of the cost, the party with the record shall provide a copy to the other party. The Guild and the Employer shall each pay 50% of the fees and expenses of the arbitrator.

ARTICLE VIII. ADMINISTRATIVE INVESTIGATIONS & EMPLOYEE RIGHTS

Section 8.01 Purpose and Application. The administrative investigation process contained in this Article applies when The Employer becomes aware of any concern from an internal or external source that may result in disciplinary action at the level of Written Warning or higher. To the extent that a particular topic or matter is not addressed in this Agreement but is covered in policy, the policy will govern, subject to any bargaining obligations with the Guild over the implementation of the policy.

Section 8.02 Administrative Investigation Procedure. The Employer shall conduct all administrative investigations in accordance with this Section and in accordance with the Employee Rights provided in Section 8.03 of this Agreement.

(a) Upon receipt of a complaint or upon becoming aware of potential misconduct or inaction that if proven may result in discipline, the Employer shall designate an investigator and management reviewer. Prior to the issuing of a written warning or higher, the investigator must consult the designated management reviewer.

(b) The investigator may conduct a preliminary investigation. A preliminary investigation is limited to determining if a complaint has merit and which Employees are involved. The investigator will conduct the preliminary investigation using appropriate tools available based on the nature of the inquiry. This may include but is not limited to interviewing the complainant, reviewing recorded calls, reviewing messages, and reviewing event chronologies. The Employer shall provide notice to the Guild within 48 hours of beginning a preliminary investigation, and the Guild shall not act to impede or compromise the investigation. The Employer shall not enter the private property of Employees without notice of investigatory intent during any investigation. If the Employer contacts any person on the Employee's private property, the Employer shall immediately identify themselves and disclose their investigatory intent.

(c) If, following the preliminary investigation, the Employer determines further investigation is required, the Employer shall provide the Guild and the Employee(s) written notice of the administrative investigation. Such notice will be provided within 48 hours of the completion of the preliminary investigation and include a description of the general nature of the complaint unless such notice would endanger the investigation. The Employer may require the Employee sign an acknowledgement of receipt of the notice.

(d) Interviews and administrative investigations will be concluded without unreasonable delays. The Employer shall provide the Employee notice that it contemplates issuing disciplinary action within 90 days after completion of the preliminary investigation unless circumstances exist requiring the investigation to need more time. After 90 days have elapsed from the completion of the preliminary investigation, the Employer shall notify the Employee and the Guild of when the Employer anticipates completing the investigation, the cause for the delay, and a general description of the investigation's status. Subsequently, if the Employer realizes that it is still unable to complete the investigation within the time it has specified, the Employer shall notify the Employee and the Guild of the information required herein.

(e) If at the conclusion of the administrative investigation the Employer determines the complaint to be unfounded or the Employer decides to issue an Oral Warning or other non-disciplinary action, the record of the investigation will not be placed into the Employee's personnel file.

(f) If at the conclusion of the administrative investigation the Employer decides to issue a Written Warning, the Employee may be required to sign acknowledging receipt and the disciplinary record will be placed into the Employee's personnel file.

(g) If at the conclusion of the administrative investigation the Employer is considering issuing a suspension without pay or discharge, the Employer shall provide the Guild and the Employee written notice of a due process hearing that is to be scheduled not more than 20 calendar days from the date the completed investigation file is brought to the attention of the Executive Director or their designee. The Employer shall provide the Guild and the Employee at least three Business Days to review the case before the scheduled due process hearing. The Employer or the Guild may request to extend any timelines contained in this Subsection, and such requests will not be unreasonably denied.

(h) Following consideration of any additional information provided by the Employee or the Guild, the Employer shall make the final determination. The Employer shall provide the Employee and the Guild written notice of the determination and provide a copy of any additional documents generated through the due process meeting.

Section 8.03 Employee Rights. In administrative matters in which an Employee will be interviewed concerning an act that if proven could result in disciplinary action, the Employee will be afforded the safeguards set forth below in addition to the Employee's rights under Garrity, Weingarten, and Loudermill.

(a) The Employer shall inform the Employee in writing not less than 48 hours prior to conducting an investigatory interview. Further, the Employer shall inform the Employee of the nature of the investigation and provide a summary of the factual allegation(s) sufficient to reasonably apprise the Employee of the nature of the charge. Upon request, the Employer shall afford the Employee the opportunity to consult with a Guild Representative.

(b) Up to two Guild Representatives may be present at the interview or due process meeting and to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an available Guild Representative when other Guild Representatives are available.

(c) The Employer shall notify the Employee of the name of the person in charge of the investigation, the name of questioners, and all other persons to be present during the questioning.

(d) When possible, the questioning will be conducted at a reasonable hour, preferably at a time when the Employee is on duty, or during the Employee's normal waking hours, unless the seriousness of the investigation requires otherwise. If such questioning occurs during the Employee's off-duty time, the Employer shall consider the impact to the Employee's off hours and shall adjust the Employee's schedule or compensate the

Employee for such off-duty time in accordance with this Agreement and the Employer's regular procedures.

(e) Any questioning session will be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The Employer shall permit the Employee being questioned to attend to their own personal physical necessities whenever reasonably possible.

(f) Prior to any questioning where the Employee is the focus of an administrative investigation, the Employer must provide the Employee the following notice:

"You are about to be questioned as part of an administrative investigation being conducted by Kitsap 911. You are ordered to cooperate with this investigation and to honestly answer the questions that relate to your conduct and/or job performance. You are required to answer questions relating to the performance of your official duties or fitness for duty. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including termination. The statements you make, or evidence gained as a result of this required cooperation, may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Alternatively, the Employer may advise the Employee that the Employee's participation in the investigation is voluntary. If the Employee refuses to participate the Employer may reach a conclusion on the available evidence and the Employee's refusal to participate will not be considered an indicator of guilt or subject to any form of disciplinary action.

(g) Employees will not be subjected to any offensive language. The Employer shall not make promises or threats or permit investigators or questioners to make promises or threats as an inducement to answer questions.

(h) The Employer shall not require Employees being questioned to be subjected to visits by the press or news media, nor will their home address be given to the press or news media without the Employee's written consent.

(i) The complete questioning of an Employee may be recorded by the Employer, the Employee, and/or the Guild. If a recording is made of the questioning, upon request, the Employee, the Employer, or the Guild will be given a copy of the recording. Recordings will be made if the interviewee consents to such recording, in accordance with state law. As an operation of this Agreement, all other participants to the interview will be deemed to have already consented to being recorded. No participant may make any secret recordings.

(j) Upon completion of the administrative investigation and the Employer's review of the case, the Employee under investigation and the Guild will be informed of the results.

Section 8.04 Administrative Leave. Administrative leave with pay may be provided to the Employee by the Employer to provide the Employer sufficient time and ~~the~~ opportunity to discuss the problem with the involved parties in order to determine an appropriate course of action if the situation is serious enough for the Employee to be removed from the work environment. The decision whether to place an Employee on administrative leave is ~~at~~ the sole discretion of the Employer and not subject to the grievance process.

The first 45 calendar days of administrative leave will be paid at the Employee's normal rate. If an Employee is the subject of an administrative investigation that is not concluded within 45 calendar days, the Employee may use any accrued annual leave or compensatory time for any regularly scheduled workdays while the Employee remains on administrative leave. The Employer shall only impose administrative leave beyond 45 calendar days when the Employer has reason to believe that the circumstances warrant a disciplinary suspension or termination.

At the conclusion of the administrative investigation, if the Employer determines the complaint to be unfounded, the Employer shall return any accrued annual leave or compensatory time used by the Employee while on administrative leave to the Employee's leave balances.

ARTICLE IX. EMPLOYEE DISCIPLINE

Section 9.01 Progressive Discipline. The Employer shall administer progressive discipline for just cause and in accordance with the following procedures, including the presence of a Guild Representative upon request. Any pre-disciplinary hearing will be consistent with the Employee's rights under law and this Agreement.

(a) Step 1 – Oral Warning. Oral warnings will be used for minor offenses, such as unsatisfactory work habits or performance. The supervisor will discuss the offense and warn the Employee not to repeat the behavior. Repeated violations of this category may result in a more severe disciplinary action. The Employer may require the Employee to acknowledge receipt of the oral warning by signing documentation of the oral warning for the Employer's records. An oral warning may not advance past Step 2 of the grievance procedure and will not be placed into the Employee's personnel file.

(b) Step 2 – Written Reprimand. Written reprimands will be used for more serious problems or offenses such as misconduct resulting in poor job performance as a first step, or for repeated incidents where an oral warning has failed to correct behavior. This reprimand will be in the form of a letter signed by the Supervisor and given to the Employee to avoid further discipline. Copies of such warnings will be kept in the Employee's personnel file. Unless waived in writing by the Employee, the Employer shall provide copies of any written reprimand to the Guild.

(c) Step 3 – Suspension Without Pay. Suspension without pay may be administered short of discharge when the offense is of a serious enough nature that would normally result in discharge, but when circumstances related to an Employee's overall performance would not warrant immediate discharge, or when the inappropriate conduct or performance has continued subsequent to written reprimands. At the Employer's option, The Employer may choose to allow the Employee to use accrued annual leave and/or compensatory time balances equal to the imposed suspension in lieu of suspension without pay. Such action will not reflect on the discipline level and will be equivalent to a suspension without pay.

(d) Step 4 – Termination. Instances which warrant termination without a warning or suspension may include, but are not limited to, such conduct as: insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the Employee's ability to perform their job or their ability to work with co-workers or customer agency personnel. Examples of such unacceptable conduct include, but are not limited to, violating policies or procedures when such violation damages, in the professional judgement of the Executive Director, client agency trust or rapport with Kitsap 911. Repeated offenses may warrant the termination of an Employee if such conduct has been documented by the Employer. The Employer shall conduct a pre-termination hearing prior to any termination of an Employee and notify the Employee that the hearing is a pre-termination hearing. The hearing may be informal in nature and will be conducted by the Executive Director. The Employer shall not terminate any Employee without just cause.

ARTICLE X. PROBATION, PROMOTION, AND TRANSFER

Section 10.01 New Hire Probation Period. All newly hired Employees in the Emergency Telecommunicator Trainee position will be placed in New Hire Probation status while in such classification. Following the advancement from the Emergency Telecommunicator Trainee position to any higher classification, the New Hire Probation period is 12 months from the date of that advancement.

If an Employee becomes a Non-Emergency Telecommunicator, they will remain in New Hire Probation status for 12 months beginning on the date they are signed-off.

Section 10.02 New Hire Probation Terms. Employees terminated while on New Hire Probation will not have access to the grievance procedure for the termination decision. The Employer shall pay wages and benefits pursuant to this Agreement and any failure to do so is subject to the grievance procedure.

If an Employee in New Hire Probation status takes leave without pay, the Employer shall extend the New Hire Probation status by that amount of time, otherwise New Hire Probation may not be extended.

If the Employee has performed satisfactorily at the conclusion of the New Hire probation period, the Employer shall grant Regular Employee status.

Section 10.03 Promotion and/or Change in Certification. When an Employee is promoted or achieves a Change in Certification associated with a higher pay grade within Kitsap 911's Operations Group, the Employer will assign the Employee to the new classification at the same step previously held. Future step increases will occur on the Employee's CSD.

This Section does not require the Employer to create a new step. Step placements will be based on the established pay scale in Attachment 2 for that classification.

Section 10.04 Promotional Probation Period and Terms. The Employer shall place any Employee receiving a promotion into Promotional Probation status for six months beginning on the date of the promotion.

The Employer may request the Guild's consent to an additional six-month extension of an Employee's Promotional Probation status. The Guild shall not unreasonably withhold consent to such requests.

If the Employee is in New Hire Probation status at the time of the promotion, the remainder of the Employee's New Hire Probation period will run concurrently with Promotional Probation.

If the Employee has performed satisfactorily at the conclusion of the Promotional Probation period, and New Hire Probation has been fully served, the Employer shall grant Regular Employee status.

Section 10.05 Return to Previous Classification. Promoted Employees within the Operations classification who fail Promotional Probation or voluntarily step down from a promotion may return to the classification from which they were promoted.

The Employer may determine the Employee has failed promotional probation at any time during the Promotional Probation period.

The returning Employee must complete any probation in the lower classification that was not completed prior to the promotion except as provided in Section 10.07 of this Agreement.

Upon successful completion of the Promotional Probationary period, the Employer shall grant Regular Employee status.

Section 10.06 Transfer. A transfer is the move of an Employee from one Bargaining Unit to another (i.e. Operations to TSG). Upon agreement of the Executive Director and the Employee, or to meet the needs of the Employer, a transfer may be made. An Employee transferring to a new position should possess the minimum qualifications for that position.

The Employee will be subject to a six-month probationary period. This probationary period follows the same terms of Promotional Probation contained in Section 10.04 or 10.05 of this Agreement~~,~~ for which ever group they are transferred into.

The transferred Employee may be provided the right to retreat, as determined~~,~~ in writing, by the Executive Director at the time of transfer.

When an Employee is transferred, the Employer will assign the Employee the closest step that is not a decrease. A higher step may be awarded based on the Employee's overall experience and qualifications for the new position.

Section 10.07 Transfer to Previously Held Lower Classification. Employees voluntarily transferring from a higher classification to a lower previously held classification, will be placed on the pay step the Employee would have been in had they never promoted. This wage step determination includes time served in the higher classification and is based on CSD.

A returning Employee must complete any New Hire or Promotional Probation remaining in the previously held classification. Employees voluntarily transferring back after a year in the higher classification will not be required to complete any remaining Promotional Probation in the lower classification.

Upon successful completion of any remaining probation period, the Employer shall grant Regular Employee status.

ARTICLE XI. JOB VACANCIES

Section 11.01 Filling Vacant Positions. For Vacant positions within any of the bargaining units recognized in this Agreement, the Employer shall post notice for a minimum of five (5) business days for both new and existing positions in one of the following ways:

(a) Promotions & Internal Posting. The Employer may fill a vacancy from within Kitsap 911 through an internal departmental posting, instead of or prior to posting notice to the general public.

(b) Outside Posting. The Employer may post notice of a vacancy to the general public. Should the Employer not internally post the position prior to posting publicly, Kitsap 911 employees will be notified via email of the posting.

In addition to the above, applicants selected to fill vacant positions within the classification of Public Safety Telecommunicator I or II will be hired into the classification of Public Safety Telecommunicator Trainee until eligible for advancement in accordance with this Agreement.

Section 11.02 Candidate Lists. The Employer shall maintain an unpublished candidate list consisting of applicants who have successfully passed the candidate evaluation process for that position. The Employer shall place applicants on the list in order of their candidate evaluation process ranking. The candidate list will remain in effect for a period of no less than six months and no more than one year from the date the list is established. If a vacancy occurs in that position during the duration of the list, the Employer shall promote from the list and may consider the three highest ranking applicants who are eligible for appointment at that time. The Employer may establish a new candidate list when there are less than three eligible candidates on the list. If the Employer finds there have been irregularities in the candidate evaluation process, the Employer may cancel the list.

Candidate lists of qualified applicants for a position may be used to fill a less senior position for which an opening has been created . No additional postings shall be required if there are no qualified internal candidates.

Section 11.03 Part-Time Operations Positions. The Employer shall provide notice to the Guild if they intend to employ more than three Part-Time Employees, excluding the Guild President, to help fill staffing needs. The Guild shall not unreasonably withhold consent to such requests.

ARTICLE XII. LAYOFF & RECALL

Section 12.01 Recognition of Rights of Supervisory Unit Members. Supervisory Employees within the Supervisor Bargaining Unit may revert into positions within the Kitsap 911 Non-Supervisory Bargaining Unit for which they are currently qualified. Qualification will be solely determined by the Executive Director. Subject to this Section, seniority upon return to the Nonsupervisory Bargaining Unit will be based on the Employee's length of Continuous Service with Kitsap 911.

Section 12.02 Layoff Procedures. In the event of a layoff, seniority, performance, and ability (including special skills needed to perform a particular assignment within a classification), will be factors in determining which Employees within the affected classification will be laid off. When ability and performance are substantially equal, length of Continuous Service will be the determining factor. Performance will be determined by use of the Employee's performance evaluations within the last two years within the affected classification. Ability will be determined by the existence of special skills, credentials, or other qualifications required in a particular job assignment as evidenced by the job description or announcement of hiring.

No Regular Employee will be laid off while there are Extra Help, Part-Time, or Employees on New Hire Probation serving within the affected classification. Prior to layoff, the Employer shall permit Part-Time Employees to return to Full-Time and then be considered for layoff within the terms of this Section. The Employer shall provide Employees to be laid off with at least four weeks' written notice or in lieu of notice, the Employer may provide four weeks' severance pay.

Section 12.03 Recall. If the Employer rehires after a layoff has occurred, the Employer shall first attempt to rehire those Employees who were laid off from the affected classification within the previous year in the reverse order of their layoff in order of seniority. The Employer shall consider Employees laid off within the previous year for positions of equal or lower classification for which they meet the minimum qualifications. Employees who refuse recall in their former job classification will relinquish their recall and reemployment rights under this Agreement. It is the responsibility of the Employee to inform the Employer of any change of their address. The Employer shall provide notification of recall by registered mail to the Employee's last known address and the Employee's response is required within ten Business Days of notification.

Section 12.04 Reinstatement. Reinstatement of Employment is defined as a previous Employee returning to Full-Time or Part-Time employment within six months (180 calendar days) of terminating employment with Kitsap 911 or becoming Extra Help. Reinstatement of employment is at the discretion of the Employer and will include a courtesy email notification to the Guild. Review of overall performance history as well as staffing levels will be part of the Employer's consideration. The classification, wage step, and retraining required and whether the Employee is placed back into Acting Lead and/or CTO-shall be determined by the Employer.

Section 12.05 Reinstatement Seniority. Reinstated Employees will return with their seniority minus the amount of time they were not employed by Kitsap 911 or worked in an Extra Help capacity. This is determined by subtracting the number of days the Employee was not employed by Kitsap 911 or was employed as Extra Help from their seniority at the time of termination. If this calculation puts the reinstated Employee behind Employees who are in PCRA or in PCR training, the reinstated Employee will be placed one day ahead of the academy attendees and/or floor trainees.

Section 12.06 "Bumping" Rights. In the event of layoff, Employees with more seniority may "bump" or displace a less senior employee in a classification equal to or below the classification for which the more senior Employee is qualified.

ARTICLE XIII. PERSONNEL FILES

Section 13.01 Employee Access. The personnel file is considered the official record of an Employee's service. Upon the request of an Employee, the Employer shall permit the Employee to review their personnel file in its entirety. After inspection, the Employer shall provide copies of entries requested by the Employee. The personnel file does not include records of counseling sessions, oral warnings, administrative or internal investigation reports except such reports that are in support of discipline at the level of a written reprimand or higher. The Employer shall give the Employee a copy of discipline-related documents or evaluations that are placed into his or her personnel file. The Employee may attach statements in rebuttal or explanation to those documents.

Section 13.02 Disclosure of Information Contained in Personnel Files. The Employer shall maintain Employee personnel files as confidential records to the full extent allowed by law. Access to the Employee's personnel file is limited to the Employee, his/her representative with written authorization, and other persons or agencies as may be required by law. The employer may disclose information in personnel files in accordance with applicable law. Prior to disclosing personnel file documents (other than employment verification information) the Employer shall give the affected Employee notification of the request. If the Employer believes that the document(s) is subject to disclosure, the Employer shall notify the Employee. The affected Employee has ten Business Days to provide the Employer any reason for not releasing the requested document(s) and/or to give the Employee an opportunity to prevent the release at the expense of the Guild or the Employee prior to releasing the requested documents. The employee may waive the notice requirement. Nothing herein will be construed as limiting any rights the Guild has under the law to access records.

Section 13.03 Supervisory Working Files. Only one official personnel file will be maintained on an Employee. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on an Employee's job performance or a supervisory working file. For purposes of this Section a "supervisory working file" consists of material relevant to the preparation of the Employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, administrative or internal investigations that did not result in discipline at the level of a written reprimand or higher, or other records related to an Employee's performance. The Employer shall not disclose contents of this file without written consent from the Employee, except as may be required by law. Entries in the supervisory working file are not purged but items older than the time limits described below may not be used in consideration of or as support for any disciplinary action or referenced in a performance evaluation:

(a) Counsel or Observe: Two (2) years

(b) Oral Warning: Six (6) years

ARTICLE XIV. WAGES & PREMIUMS

Section 14.01 Wages. 2026 and 2027 Effective with the first full pay period in January of 2026, the Employer will raise wages by 3% for all classifications within the Supervisory and Non-Supervisory Bargaining Units as shown in Attachment 2.

The Employer will raise all wages by 1% effective with the first full pay period in July 2026.

The Employer will raise wages 100% of the Seattle-Tacoma-Bellevue October 2026 CPI, effective with the first full paycheck of 2027, with a minimum raise of 2% and maximum of 4%.

(a) If the referenced CPI reaches 5% at any point during the term of this contract, Management and the Guild agree to reopen this Section 14.01 for bargaining.

Section 14.02 Trainer, Facilitator, and Instructor Wage & Premiums. The Employer shall pay to Employees certified by the Employer as a Trainer, Facilitator, or Instructor a premium at the rate of $3.75 per hour when such Employees are engaged in Training, Instructing, or Facilitating. The Employer may grant "Senior" status to Employees certified as a Trainer, Facilitator, or Instructor, and the Employer shall pay a premium at the rate of $4.25 per hour when such Employees are engaged in Training, Instructing, Facilitating, and during preparation and closeout for facilitating an academy.

The Employer may grant or revoke Trainer, Facilitator, or Instructor certification, or Senior status at its discretion. The following conditions must be satisfied to qualify for the premium for Instructor, Trainer, Facilitator, Senior Instructor, Senior Facilitator, or Senior Trainer:

a) Preapproval is obtained from the Employer prior to each separate and specific incident of work or work project and,
b) The per hour premium for floor training will only apply to the classifications of Public Safety Telecommunicator I & II, or Public Safety Communications Assistant Supervisor and must be connected to, or actively monitoring, the trainee's console during the majority of the training time and,
c) The per hour premium for classroom instruction and/or facilitation will only apply to the classifications of Public Safety Telecommunicator I & II, Public Safety Communications Assistant Supervisor, and Public Safety Communications Supervisor.

The Employer shall pay to Employees who have been granted Senior CTO status and are within the Non-Supervisory Bargaining Unit a wage that is 1.5% higher than the Employee's corresponding classification wage and step.

Trainers (excluding the Training Manager), will earn 10 Merit Hours for each instance of every 400 hours worked as a trainer in a year (January 1 to December 31). Training will be defined as any hours for which the trainer receives trainer pay.

Section 14.03 Public Safety Telecommunicator Lead. The Employer shall pay to Employees certified as a Public Safety Telecommunicator Lead a wage that is 4% higher than the Employee's corresponding classification wage and step. Public Safety Telecommunicator Leads, qualified as a Senior CTO will earn a wage that is 5.5% higher than the Employee's corresponding classification wage and step. The Employer may grant or revoke the lead certification at its discretion.

Employees classified as Public Safety Telecommunicator Lead who are unable to work, in the position due to planned leave, accommodations, or other circumstances for a period of 30 days or more will no longer be paid this premium. The premium will be removed when the approved circumstance begins and is eligible to be reinstated when the Employee returns to their first shift back, or once they are able to fill in as the Supervisor. If the Employee needs any refresher training, then the premium will not be reinstated until training is complete.

Section 14.04 Shift Differential. The Employer shall pay to Employees assigned to work shifts that start between 2300 and 0300 and are at least 10 hours in duration a premium of 1.5% of their base hourly rate for each hour worked. Shift differential is applied to a maximum of 10 hours. For the purposes of this Section hours worked excludes leave taken of any type except sick leave taken from an Employee's Washington State Sick Leave Bank pursuant to Article 21 of this Agreement.

Section 14.05 Wage Steps. Employees will advance from Step 1 through 10 each year on their CSD. If delays in granting the step advancement is due to the failure to submit the necessary paperwork to the Human Resources Department, step advancements will be retroactive to the date of eligibility and paid out to the employee on the next paycheck after the required paperwork is received.

An Employee hired or promoted into Safety Communications Assistant Supervisor & Public Safety Communications Supervisor but who are not certified as a Primary Call Receiver, Law Enforcement Dispatcher, and Fire Dispatcher, will be placed into or remain in a Public Safety Telecommunicator II wage step. When certified by the Employer in all these areas, the Employer shall place the Employee into the classification and wage step to which they were promoted following the terms outlined in Section 10.04.

Part-Time Employees advance as set forth above, upon completion of the Full-Time equivalent number of hours.

Section 14.06 Longevity Bonus. Longevity Bonus will be calculated at 1.5% of all compensation. Employees who have completed 2 years of employment will receive an annual payment in the first full paycheck in January 2027 and 2028 based on completing the qualifying year.

Section 14.07 Long-Term Service Recognition. On January 1st following the completion of 25 years of service, regular employees will receive 10 Merit Hours added to their leave bank.

Upon commencement of this contract, all employees having completed their 25th year will be eligible for this Recognition.

ARTICLE XV. HOURS OF WORK

Section 15.01 Work Week and Hours. The work week consists of a 7-day period beginning on a day and time established by the Employer. Operations rotating shifts and base hours will rotate between 30 and 40 hours in the workweek.

Working hours are established by the Employer.

a) Rotating Work Schedule. The Employer may implement a rotating shift schedule for Employees working a 24-hour seven-ay week rotation. Employees on such a schedule will work four consecutive 10-hour days followed by alternating four and three consecutive days off (4/4/4/3). Upon mutual agreement the Employer and the Guild, may change to a different schedule that provides equivalent or better coverage for minimum staffing requirements.

b) Management or the Guild may request to have alternative schedules considered and bargained during the course of this contract.

Section 15.02 Schedule Hours. Full-time Operations Employees will be scheduled and account for their total base hours per week.

If any employee's schedule is short of base hours in a 40-hour week for any reason and this shortage is not caught prior to the end of the pay period, the employee will have the option to utilize annual leave or comp time to cover the missed hours on their paycheck, but will not be required to do so, and will not be paid for those hours they are short. This will be allowed no more than twice during the life of the contract and will be tracked in the inquiry system per employee. If an employee exceeds this limit, using annual leave, schedule correction hours or comp time to cover missing hours will be mandatory, and will be subject to the disciplinary process.

If a shortage on a 30-hour week is not caught prior to the end of the pay period annual leave, schedule correction hours or comp time will be required to be used to make up the difference to meet 30 hours. If none of these leaves is available, the Employee will go into LWOP.

If an employee's schedule falls short of base hours for any reason and this shortage is discovered prior to the end of the pay period, the employee will notify their supervisor, who will add the necessary additional hours within 2 hours of Employee's base hours covering a shortage, if available, or the employee will be subject to the above.

Section 15.03 Schedule Adjustments. The Employer may adjust an Employee's Regular Scheduled Shift to accommodate training needs or in response to a significant event such as a natural disaster. Kitsap 911 may begin an Employee's shift up to two hours earlier or two hours later than the Employee's established shift, to respond to special events, staffing needs resulting from absences, vacancies, or emergencies.

Shift adjustments can be made without limitation with mutual agreement of the effected Employee.

Section 15.04 Breaks and Meal Periods. The Employer shall provide each Employee with a break according to the schedule below. The Employee must remain within the area and is subject to immediate call-back should the workload require.

Number of Hours Worked	Total Break & Meal Times in Minutes
0 – 2 Hours	0
3 Hours	10 Minutes W/ Employer Approval
4 Hours	15
5 Hours	30
6 Hours	45
8 Hours	60
10 Hours	75
12 Hours	90
14 Hours	105

Section 15.05 Shift Assignments. The Employer shall post available shifts and schedules no later than September 30. Shifts will be built for those who are qualified for each classification and may include shifts for those expected to be qualified in time for shift bidding. Shift bidding for the following year will occur on a single day in October. The Employer shall provide notice to Employees of the date and times of the shift bidding process at least 14 days prior to the commencement of bidding. The Employer shall conduct the bidding process within the following guidelines.

(a) Each Employee is given a 10-minute window of time to serve as the deadline for requesting their desired shift assignment. An Employee may submit his or her request by email to the designated point of contact any time between the bidding notification and the end of the Employee's schedule bid window. The Employee's request may contain desired assignments listed in order of preference. The Employer shall retain any written requests for a period not less than six months.

(b) Employees will not be compensated for time preparing requests or communications regarding shift assignment requests.

(c) All requests are considered in order of seniority with the most senior Employee's request being first. For the purposes of shift bidding for members of the Supervisor Bargaining Unit, seniority is determined by the total time the Employee has been in that Bargaining Unit. The Employer shall assign the Employee their most desired available shift for which they are qualified.

(d) Employees must be qualified at the time of bidding for the shifts they request.

(e) Employees who miss their bid window may be bypassed. The Employer shall provide such Employees at least 24-hour notice for the opportunity to select from remaining shifts. If no selection is made, the Employer may assign shifts to these Employees from the shifts that remain.

(f) Upon approval of the Employer, the shift bid requests will become each Employee's shift assignment for the following year.

(g) The parties recognize shift bidding selections are final, however, the Employer may alter shifts or assignments and such alterations must be for the minimum amount of time as necessary, for operational necessity, training that cannot be completed during the Employee's bid shift or upon mutual agreement between the Employer and the Employee.

(h) Should a shift be vacated during the year, the Employer may choose to allow shift movement(s) based on the shift bidding process or seniority for purposes of filling this shift. Bid vacations may or may not transfer to the new bid shift at the discretion of Management.

Section 15.06 Service Hours. Employees assigned to a 4/4/4/3 rotation pursuant to Section 15.01, are assigned an additional 40 service hours per year. Service hours are considered part of the Employee's Regular Shift and paid at the Employee's base pay rate. Employees may, at their option, work an additional 20 service hours. Service hours may be used to cover staffing shortages on the dispatch floor or for other Employer-approved purposes. Part-Time Employees are assigned service hours on a prorated basis based on their FTE status.

Section 15.7 Schedule Correction Hours. Employees assigned to a 4/4/4/3 rotating shift schedule pursuant to Section 15.01 shall accrue 30 schedule correction hours on January 1 of each year, subject to proration in certain circumstances:

(a) Part-Time Employees shall accrue schedule correction hours on a prorated basis based on their FTE status.

Schedule correction hours may be used in lieu of, or in conjunction with, annual leave and such use follows the terms of this Agreement that are applicable to annual leave.

Employees must be in a paid status for at least six months prior to accrual. If an Employee leaves Kitsap 911, that years' accrual will be prorated and hours earned but not yet used will be paid on the final paycheck. Such proration is based on the effective date of the Employee's resignation or termination. If the exiting Employee has used more Schedule Correction hours than their proration would have earned, the difference will be deducted from the Employee's final paycheck, or the amount will be billed to the Employee if their final paycheck is insufficient.

(a) Newly hired Employees shall accrue schedule correction hours on a prorated basis based on the number of pay periods remaining in the year (e.g., if an Employee is hired in February, they will be able to work for 24 of the 26 pay periods. Therefore, their proration would be 24/26*30, or 27.69 hours)

Unused Schedule Correction Hours will be cashed out at the same time as Compensatory Time and in accordance with Section 16.04 of this Agreement.

ARTICLE XIV. OVERTIME

Section 16.01 Overtime Pay. All overtime worked must be authorized in advance by the Employer. Employees working unauthorized overtime may be subject to discipline in accordance with this Agreement.

(a) Part-Time Employees: The Employer shall pay all hours worked in excess of 40 hours in one work week at an overtime rate of 1.5 times the Employee's regular rate.
(b) Operations Full-Time Employees: The Employer shall pay all hours worked in excess of their base shift or work performed on their normal scheduled day off, an overtime rate of 1.5 times the Employee's regular rate of pay.

The Employer shall pay Employees assigned a rotating work schedule that occasionally produces less than 40 hours in a work week the overtime rate provided in this Section for hours worked in addition to their base shift.

In addition to the above, the following provisions apply to the calculation of hours worked and overtime pay:

(a) "Hours worked" includes base hours, training hours, annual leave, compensatory time, Observed Paid Holiday, Schedule Correction hours, Bereavement Leave, and sick leave taken as Bereavement Leave. "Hours worked" does not include other sick leave taken from either bank or any other form of leave taken in lieu of sick leave.

(b) Pyramiding of overtime is not permitted. An example of pyramiding would be claiming the Observed Paid Holiday and Holiday Worked Premium.

Section 16.02 Accruing Compensatory Time. An Employee who is eligible for overtime pay in accordance with Section 16.01 of this Agreement may, at their option, accrue Compensatory Time at a rate of 1.5 hours accrued for every 1 hour worked in lieu of overtime pay. The Employee must notify the Employer of their intent to accrue Compensatory Time~~,~~ on their timecard~~,~~ prior to the end of the pay period in which the overtime was worked.

Section 16.03 Use of Compensatory Time. The Employer shall approve Compensatory Time requests that do not unduly disrupt the Operations of the Employer. In accordance with the written opinion of the Department of Labor, the creation of an overtime situation as a result of granting a Compensatory Time request, in and of itself, is not a situation that would unduly disrupt operations.

Section 16.04 Cash Out of Compensatory Time. The Employer shall automatically cash out unused Compensatory Time at the Employee's regular hourly rate by the dates provided in this Section. If an Employee wishes to use Compensatory Time after the last ~~first~~ pay period in November and before December 31st, the Employee must notify the Employer no later than the second (2nd) Monday in November. If a request is not received by this time, the Employer shall cash out all unused Compensatory Time in the last paycheck of November.

Employees may cash out any accrued Compensatory time in any pay period throughout the year. The Employer may at their discretion, permit Employees to carry over Compensatory Time from one year to the next for exigent circumstances. Requests for such carryover must be in an email and received by the Finance Manager by the second (2^{nd}) Monday in November.

Section 16.05 Overtime Distribution. The Guild and the Employer shall negotiate and maintain a manual including all policies for the distribution of overtime.

Section 16.06 FLSA Exempt Employees. Employees classified as FLSA Exempt are not eligible for overtime pay or Compensatory Time accrual. The Employer shall schedule Employees classified as FLSA Exempt in one of the following ways:

(a) FLSA Exempt Employees assigned to a fixed schedule will not be charged for absences involving time off that is less than a scheduled full workday provided such Employee works at least one-half of their scheduled workday and the Employee has obtained the approval of the Employer.

(b) The Employer may assign FLSA Exempt Employees to a flex schedule normally consisting of approximately 80 hours per pay period. Emphasis of such a schedule is placed on meeting the responsibilities assigned to the position rather than on working specific daily schedules unless required by the Employer. The nature of responsibilities associated with FLSA Exempt positions often requires greater than 80-hours worked per Pay Period, including evenings and weekends. There is considerable flexibility in work scheduling to accommodate work related meetings and functions.

ARTICLE XVII. WORK PERFORMED IN HIGHER CLASSIFICATION

Section 17.01 Acting Supervisor. The Employer shall pay to a Public Safety Communications Assistant Supervisor who performs the duties of a Public Safety Communications Supervisor for a period of 45 consecutive workdays at the Public Safety Communications Supervisor wage step provided,

(a) Preapproval is obtained from the Employer prior to each separate and specific incident or work project and,

(b) The Employee working out-of-class is performing the scope of duties principally ascribed to the higher-level classification.

Section 17.02 Out of Class. Except as otherwise provided in this Agreement, the Employer shall pay to an Employee who performs work in a higher job classification for 10 or more consecutive work days the wage of the higher classification for all time the Employee performs work in the higher classification provided,

(a) The employee working out-of-class is performing the scope of duties principally ascribed to the higher classification and,

(b) If the Employee is performing only a narrow or limited portion of the scope of duties principally ascribed to the higher classification, the Employer shall pay 50% of the difference between the Employee's current wage and the wage of the higher classification and,

(c) Preapproval is obtained from the Employer in one of the following ways:

i. The Employee is temporarily assigned by the Employer to perform significant additional responsibilities for a designated time period. Special work projects or unanticipated work demands resulting from legal, programmatic, or operational changes are examples of situations where a temporary working out-of-class Premium may be granted, or

ii. The Employee is temporarily assigned by the Employer to perform the scope of duties principally ascribed to a higher classified budgeted position within Kitsap 911, which is currently unoccupied, or when the higher classified Employee is on extended leave.

(d) Once the temporary assignment is completed; the Employee's wage will return to their original wage rate.

ARTICLE XVIII. INSURANCE

Section 18.01 Medical Insurance and Premiums. The Employer shall fund, provide, and maintain insured medical benefits as provided below for all Full-Time and Part-Time Employees. The Employer and all Full-Time and Part-Time Employees at or above .75 FTE will make contributions to such plans as provided below and in the amount listed in Attachment 1 of this Agreement:

(a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for the Employee only.
(b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.02 Part-Time Contributions to Medical Insurance. The Employer's contribution for Employees with an established and approved Part-Time position of less than .75 and at or above .50 is prorated according to the Employee's hours worked in relation to a Full-Time Employee, plus 10%. The Employer pays 80% for a .70 Employee, 70% for a .60 Employee, etc. Rates will be calculated at each pay period in amounts included in Attachment 1 based on hours worked. Part-Time Employees that are less than .5 FTE are not eligible for medical insurance.

Section 18.03 Dental Insurance and Premiums. The Employer shall fund, provide, and maintain insured dental benefits as provided below for all Full-Time and Part-Time Employees. The Employer and all Full-Time and Part-Time Employees at or above .75 FTE will make contributions to such plan as provided below and in the amount listed in Attachment 1 of this Agreement:

(a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for the Employee only.

(b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.04 Part-Time Contributions to Dental Insurance. The Employer's contribution for Employees with an established and approved Part-Time position of less than .75 and at or above .50 is prorated according to the Employee's hours worked in relation to a Full-Time Employee, plus .10 (Employer pays .80 for a .70 Employee, .60 for a .50 Employee, etc). Rates will be calculated at each pay period in amounts included in Attachment 1 based on hours worked. Part-Time Employees that are less than .5 FTE are not eligible for dental insurance.

Section 18.05 Double Medical or Dental Coverage. No Employee may have double coverage under the Employer-sponsored medical or dental plans. Employees may not cover their spouse or domestic partner if the spouse or domestic partner is also employed in a Full-Time or Part-Time position within Kitsap 911.

Section 18.06 Waiver of Medical or Dental Coverage. No Employee may waive coverage through the Employer sponsored medical and dental plans.

Section 18.07 Life Insurance. The Employer shall contribute the total cost necessary to fund, provide, and maintain Employer selected basic life insurance coverage for all Full-Time and Part-Time Employees.

Section 18.08 Changes to Coverage During Plan-Year. Employees must comply with federal, state, and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the Employer.

Section 18.09 Optional Benefits. Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.

ARTICLE XIX. HOLIDAYS

Section 19.01 Holiday Worked Premium. The Employer shall pay Employees that are in classifications contained within the Operations Group, who work on a recognized holiday listed below, a premium equal to one-half of their base hourly rate for each holiday hour worked.

This Premium applies only to the 24-hour period of the holiday and is in addition to regular or overtime pay.

a) The Training Manager and Professional Standards Manager are not eligible for both the Observed Paid Holiday and the Holiday Worked Premium. It is their option to choose which is to be earned for each holiday. The Observed Paid Holiday is eight (8) hours and the remaining two (2) hours must be covered by Annual Leave, Comp Time, or an adjustment of hours in the same work week.
b) If an Observed Paid Holiday falls on a Sunday, it will be observed on the following Monday. If an Observed Paid Holiday falls on a Saturday, it will be observed the preceding Friday.
c) Employees may choose to observe the holiday on a different day within the same work week when approved by the Director.

The (12) Holidays Worked for Premium are:

New Year's Eve	New Year's Day
Martin Luther King Day	President's Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Veteran's Day	Thanksgiving
Christmas Eve	Christmas Day

Employees who voluntarily sign-up for or complete training on an above holiday will not receive the Holiday Worked Premium.

ARTICLE XX. ANNUAL LEAVE

Section 20.01 Annual Leave Accrual. The annual amount is divided by 26 pay periods and accrued biweekly. The accrual rate is increased on your Continuous Service Date. Employees will accrue annual leave with pay as follows:

Upon employment ....80 hours per year
Upon completion of 1 year employment ....88 hours per year
Upon completion of 2 years employment...96 hours per year
Upon completion of 3 years employment...104 hours per year
Upon completion of 4 years employment...112 hours per year
Upon completion of 5 years employment...120 hours per year
Upon completion of 6 years employment...128 hours per year
Upon completion of 7 years employment...136 hours per year
Upon completion of 8 years employment...144 hours per year

Upon completion of 9 years employment..152 hours per year
Upon completion of 10 years employment..160 hours per year
Upon completion of 11 years employment..168 hours per year
Upon completion of 12 years employment..176 hours per year
Upon completion of 13 years employment..184 hours per year
Upon completion of 14 years employment..192 hours per year
Upon completion of 15 years employment..200 hours per year
Upon completion of 20 years employment.. 220 hours per year

Part-Time Employees accrue annual leave according to this section in a prorated amount based on the Employee's FTE status.

Section 20.02 Annual Leave Carryover and Cash Out. The Guild and the Employer mutually recognize the importance of Employees utilizing earned annual leave to promote and enhance their mental and physical well-being, therefore Employees should attempt to use annual leave during the year in which it is earned. No more than 360 hours of annual leave with pay may be carried from one calendar year to the next. The Employer shall automatically cash out any annual leave in excess of 360 at the Employees hourly rate at the time of cash out in the first paycheck in January.

Section 20.03 Annual Leave Payout on Separation. Upon the separation of an Employee by resignation or retirement with at least two weeks' notice or, layoff, dismissal, or upon death, the Employer shall pay the Employee or the Employee's beneficiary for any unused annual leave at the Employees hourly rate at the time of separation or death. If the Employee's leave bank exceeds 240 hours, the Employer may, at their discretion, opt to permit the Employee to remain on the payroll for a time equivalent to the number of hours in excess of 240 hours.

Section 20.04 Leave Requests. Requests for leave must be approved in advance by the Employer. Annual leave requests outside the annual bidding process will be approved based on staffing levels. Overtime will not be permitted to approve leave requests. In the event of conflicts between Employees in requests for leave, the Employee first requesting prevails, except in cases of Merit Hours which will prevail. In the event of concurrent requests or conflicting requests for which the sequence of the requests are unknown, the Employer shall make the final determination with consideration toward seniority.

Section 20.05 Vacation Bidding. The vacation bid system is modeled after the shift bid system (15.05) with the following provisions:

(a) The Employer shall determine the number of vacation slots available per day within the following conditions:

i. Operations Group: A minimum of 2 slots per day year round and an additional 1 slot per day for 6 months. The Employer may limit the number of Employees on the same or similar shift hours that may be on vacation on the same day. Employees on a bid-flex shift do not count toward per shift limits.

ii. Public Safety Communications Part-Time Employees: Part-Time Employees will bid against each other for vacation. They will bid separately from Full-Time Employees and will not fill a Full-Time vacation spot. They will bid in order of seniority. There can only be two Part-Time people on vacation at one time. These Employees may schedule vacation annually or quarterly, but not both. Vacation requests made quarterly will follow the two-a-day rule. If Part-Time vacation is already on the schedule, someone bidding quarterly cannot bump existing vacation. Part-Time vacation will count as a day worked. Those who are .50 must use 20hrs and .75 must use 30hrs of vacation to protect a full week. Anything less would be single day protection. Part-Time Employees protecting a full week, can decide if they want the 3 days or 4 days on the front end or back end of the vacation. Vacation requests need to have actual hours placed on the schedule.

iii. Public Safety Communications Supervisors: Employees within this classification bid against each other for vacation and such bids do not count toward the vacation slot restrictions applicable to any other classification. The Employer shall not impose a per shift restriction on this classification however, the per day restriction provided in Section 20.05(a)(i) will apply.

(b) Vacation bidding will be conducted in rounds in order of seniority with the most senior Employee bidding first. Each bid must be for consecutive workdays and each bid may not exceed 3 work weeks. Any bid, regardless of the length, will count as the Employee's bid for that round. Bidding rounds continue until all the slots are filled or every Employee eligible to bid has passed.

(c) Employees may bid up to the amount of annual leave and schedule correction hours they will accrue in the year for which they are bidding.

(d) At the end of each bid round, the Employer shall review the bid requests for approval. Once employees have completed bidding as defined in (c), of annual leave bidding shall be reviewed by the Employer for approval. Vacation requested through the bidding process is not approved until such review is conducted by the Employer and approval is granted.

(e) Extended Leave Bidding - Upon approval of bidding in section (c), Employees will be permitted to bid annual leave hours that have carried over from previous years or will carry over from the current year, up to forty (40) total hours, in two additional rounds. These hours must be:

i) In the Employee's current leave bank
ii) or scheduled to be accrued through the balance of the current year

Leave bidding rules apply (number per day/per shift). Once these two Extended Leave Bidding rounds are completed and approved, bidding for annual leave will be completely closed and any additional leave requested must follow the guidelines set forth in this document.

Should an Employee bid in the Extended Leave Bidding rounds and not have those hours available at the time the leave is scheduled, the leave will be cancelled and the Employee will be eligible for discipline following the process set forth in this contract.

(f) Employees may choose not to participate in the bid process or may skip a bid round.

(g) Employees may request annual leave after the vacation bid process has been completed. Annual leave requests outside the bidding process will be handled following Section 20.04.

(h) Employees will not be compensated for time preparing vacation requests or communications regarding vacation bids.

ARTICLE XXI. SICK LEAVE

Section 21.01 Sick Leave Accrual. Employees hired before December 1st, 2004 will accrue 120 hours of sick leave per year. Employees hired on or after December 1st, 2004 will accrue 96 hours of sick leave. Part-Time Employees accrue prorated sick leave based on the Employee's FTE status. Sick leave is prorated monthly.

Section 21.02 Sick Leave Banks. Employees have two sick leave banks designated as "Regular Sick Leave" (RSL) and "Washington Sick Leave" (WASL). For every 40 hours an Employee works, excluding any leave taken, the Employer shall deduct one hour from the Employee's accruals and credit the hour to the Employee's Washington Sick Leave bank. The Employer shall credit the remainder of the Employee's accruals into the Employee's Regular Sick Leave bank. Employees shall receive an accounting of their leave banks each payday. The Employee is responsible for designating which leave bank should be used.

Section 21.03 Sick Leave Carryover. Employees may carry over a maximum of 40 hours in their Washington Sick Leave bank from one calendar year to the next. No later than December 31st of each year, the Employer shall transfer any hours in excess of 40 in the Employee's Washington Sick Leave bank to the Employees Regular Sick Leave bank. Employees may carry over a maximum of 1,200 hours of combined sick leave between both banks. The Employer shall deduct any hours in excess of this threshold from the regular sick leave bank in the last pay period of each year.

Section 21.04 Washington Sick Leave Use. All accrued sick leave in an Employee's Washington Sick Leave bank may be used in accordance with RCW 49.46 including notice and verification requirements. In addition, accrued sick leave in this bank may be used for overtime or in place of Training Hours. If used for Service Hours, the Employer shall credit the Employee with an equivalent amount of Service Hours.

If the Employer initiates an administrative investigation for fraudulent or unauthorized use of sick leave from this bank, the Employer may withhold payment of such leave pending the outcome of such investigation.

If a material change is made to the law, associated WACs, or guidance from an administrative or regulatory agency after ratification of this Agreement, the Guild and the Employer shall bargain the impacts of that change. Either party may decide what constitutes a material change. The Guild and the Employer shall evaluate and either party may request to renegotiate the optional use of this sick leave for the purposes of overtime shifts.

Regular Sick leave may not be used for overtime shifts and may, at the Employer's discretion, be used for Service Hour shifts. If the Employer permits the use of Regular Sick Leave for Service Hours, the Employer shall credit that Employee with an equivalent number of Service Hours.

The Employer shall permit the use of Sick Leave accrued in this bank for:

(a) An Employee who is incapacitated due to sickness or injury or,
(b) When due to exposure to contagious disease the presence of the Employee may jeopardize the health of others or,
(c) When necessary for medical examination or treatment of the Employee or,
(d) Bereavement leave purposes in accordance with this Agreement.

In addition to the above, sick leave in this bank and other accrued leave may be used to care for a spouse, registered domestic partner, parent, stepparent, grandparent, parent-in-law, child, under 18 years old (biological, adopted, foster, or step), and adult children incapable of self-care, who has a serious health condition or an emergency condition. Sick leave may also be used to care for an employee's wife or daughter who is disabled because of pregnancy or childbirth.

Section 21.05 Excessive Sick Leave Use. If an Employee uses 90 hours of Regular Sick Leave in a 12-month period excluding any leave use protected by state or federal law, the Employer may administer discipline for excessive use. The Employer may administer increasing levels of discipline for each additional instance of excessive use within a consecutive 3-year period.

Section 21.06 Regular Sick Leave Conversion. The Employer shall permit Employees to convert unused Regular Sick Leave to Annual Leave at a 3:1 ratio. Employees may not convert more than 120 hours of Regular Sick Leave per year.

The Employee must provide written notice to the Employer asking for sick leave to be converted, prior to the 2nd Monday in November. Under no circumstances will an Employee receive cash payment for any converted leave.

Section 21.07 Regular Sick Leave Cash Out. The Employer shall offer to cash out unused Regular Sick Leave from any Employee that uses 30 hours or less of Regular Sick Leave or any leave in lieu of sick leave in the 12-month period from November 1 to October 31 at a rate equal to the Employee's regular hourly rate up to the limits below:

a) An Employee that uses 0 to 10 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 40 hours of Regular Sick Leave
b) An Employee that uses 11 to 20 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 30 hours of Regular Sick Leave
c) An Employee that uses 21 to 30 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 20 hours of Regular Sick Leave

The Employee must provide written notice to the Employer asking to cash out sick leave, prior to the 2nd Monday of November. The Employer shall pay the Employee on the last paycheck in November.

ARTICLE XXII. LEAVES OF ABSENCE

Section 22.01 Emergency Time Off. The Employer shall permit Employees Emergency Leave when not eligible for sick leave if they experience emergent and unforeseen circumstances beyond their control that prevent them from arriving to work on time or at all, such as acts of God, extreme weather conditions, road closures, vehicle collisions, criminal acts, etc., to take reasonable Annual Leave or Compensatory Time for time not worked. The Employee must notify the Supervisor as soon as possible and the Employer may require proof of the emergency before granting leave.

Section 22.02 Bereavement Leave. The Employer shall permit leave with pay for an Employee to grieve, manage personal matters, and to attend and/or make arrangements for funeral for a death in the Employee's family. Registered domestic partners are covered under this Section if the partnership is registered with the Washington State Registry for Domestic Partners, and the Employer may request verification of such registration.

(a) Fifty (50) hours of bereavement leave are allowed for the following family members:

Children (including foster & step)	Spouse's/RDP's Children
Parents (including foster & step)	Spouse's/RDP's Parents
Grandchildren	Spouse's/RDP's Grandchildren
Spouse or Registered Domestic Partner (RDP)	

(b) Thirty (30) hours of bereavement leave are allowed for the following family members:

Grandparents	Spouse's/RDP's Grandparents
Aunt, Uncle, Niece, Nephew	Spouse's/RDP's Niece, Nephew
Siblings (including foster & step)	Spouse's/RDP's Siblings

The Employer shall permit leave up to fifty (50) hours provided hours for this category with 31-50 are charged to the Employee's sick leave bank, Annual Leave, or Compensatory Time accruals.

The Director may authorize the use of Annual Leave for additional time off for all family members defined in this section. Employees must obtain approval from the Employer prior to taking leave under this Section. Bereavement leave is per occurrence and is not cumulative.

Section 22.03 Leave of Absence Without Pay. If an Employee has expended all accrued leave including Compensatory Time earned, the Employer may permit a Leave of Absence Without Pay (LWOP). Upon return the Employee is entitled to the former or similar position. A Leave of Absence Without Pay of 6 hours or more will result in a decrease of one day from the Employee's Continuous Service Date.

Unless otherwise required by law, if an Employee is in Leave Without Pay that causes an Employee to be below .5 FTE in a pay period, their medical insurance will continue and the Employee must pay the full Employer and Employee contribution of the premium. If the Employee remains below .5 FTE for four consecutive pay periods, their coverage will continue through the end of the current month, after which coverage will be terminated. Employees may be eligible to continue their coverage through COBRA. If the Employee returns to a .5 FTE or above status, their coverage will be reinstated with premium cost sharing in accordance with Attachment 1 of this Agreement.

Section 22.04 Other Statutorily Provided Leave. The Employer shall comply with and grant any leave required by state or federal law under the terms of such law. Nothing in this Article is intended to restrict or otherwise modify leave or other absences required by statute except when this Agreement is more generous than the law may require. The Guild and the Employer agree to meet and negotiate any policies or procedures necessary for compliance with such laws.

Section 22.05 Absence Without Authorized Leave. Any unauthorized absence may be grounds for disciplinary action. The Employer may terminate any Employee who, without providing notice to the Employer, is absent without authorization or justification for two regular scheduled shifts.

ARTICLE XXIII. MILEAGE

Section 23.01 Mileage Reimbursement. The Employer shall reimburse Employees for mileage incurred while conducting official Kitsap 911 business in a privately-owned vehicle at a rate established by the Internal Revenue Service regulations in place at the time the mileage was incurred. The Employer will reimburse mileage from an employee's residence or regular place of work whichever is less. Mileage only qualifies for reimbursement if a Kitsap 911 vehicle was not available for use or the use of a privately-owned vehicle in lieu of a Kitsap 911 vehicle was pre-approved by the Employer. Mileage to be reimbursed is determined as provided below:

(a) Mileage to an alternate worksite is reimbursed if the distance to the worksite is greater than the distance from the Employee's residence to the regular worksite, only the miles in excess of this are reimbursed.

(b) Reimbursement for mileage for out of state travel will not exceed the total aggregate roundtrip coach airfare cost of a common carrier.

ARTICLE XXIV. TERM, SAVINGS, & ENTIRE AGREEMENT

Section 24.01 Term of Agreement. The terms of this Agreement are in full force and effect on January 1st, 2026 and remain so until December 31st, 2027. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Guild and the Employer. Any such negotiations are restricted to the subjects agreed upon in advance in writing and will not open all subjects to negotiation.

Section 24.02 Savings Clause. The Guild and the Employer shall refer to policy to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement provided, nothing contained in policy degrades from the provisions of this Agreement. If any provisions of this Agreement are held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement is not held invalid and will remain in full force and effect. In such event, the Employer and the Guild shall meet within thirty days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, and to preserve the intent of the entire Agreement as negotiated by the parties.

Section 24.03 Entire Agreement Clause. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Guild each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

KITSAP 911 EMPLOYEES GUILD

__________________________________	__________________________________
Dawn Perry Date President	Kyle Boeddeker , Vice President Date Vice President

ATTEST

____

Mary Valerio Date
Secretary

KITSAP 911

__________________________________	__________________________________
Maria Jameson-Owens , Date Executive Director	Brandon Wecker Date Deputy Director

____

Dave Ellingson Date
Kitsap 911 Board of Directors Chair

Attachment 1: 2023 Medical & Dental Insurance Rates

Monthly Insurance Rates & Contribution Amounts

Medical Insurance Plans - 2026	Total Monthly Rate	.75-1.00 FTE (30+ HRS WEEK)		.70 FTE (28+ HRS WEEK)		.65 FTE (26+ HRS WEEK)		.60 FTE (24+ HRS WEEK)		.55 FTE (22+ HRS WEEK)		.50 FTE (20+ HRS WEEK)	
		Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee
WFCA Self Funded PPO-100 Plan													
Employee Only	$ 833.04	$ 833.04	$ -	$ 666.43	**$ 166.61**	$ 624.78	**$ 208.26**	$ 583.13	**$ 249.91**	$ 541.48	**$ 291.56**	$ 499.82	**$ 333.22**
Employee + Spouse	1,834.59	1,742.86	**91.73**	1,394.29	**440.30**	1,307.15	**527.44**	1,220.00	**614.59**	1,132.86	**701.73**	1,045.72	**788.87**
Employee +Spouse + Child	2,409.99	2,289.49	**120.50**	1,831.59	**578.40**	1,717.12	**692.87**	1,602.64	**807.35**	1,488.17	**921.82**	1,373.69	**1,036.30**
Employee + Spouse + Children	2,861.09	2,718.04	**143.05**	2,174.43	**686.66**	2,038.53	**822.56**	1,902.63	**958.46**	1,766.73	**1,094.36**	1,630.82	**1,230.27**
Employee + Child	1,408.44	1,338.02	**70.42**	1,070.42	**338.02**	1,003.52	**404.92**	936.61	**471.83**	869.71	**538.73**	802.81	**605.63**
Employee + Children	1,859.54	1,766.56	**92.98**	1,413.25	**446.29**	1,324.92	**534.62**	1,236.59	**622.95**	1,148.26	**711.28**	1,059.94	**799.60**
WFCA Self Funded PPO-300 Plan													
Employee Only	$ 667.46	$ 667.46	$ -	$ 533.97	**$ 133.49**	$ 500.60	**$ 166.86**	$ 467.22	**$ 200.24**	$ 433.85	**$ 233.61**	$ 400.48	**$ 266.98**
Employee + Spouse	1,469.94	1,469.94	-	1,175.95	**293.99**	1,102.46	**367.48**	1,028.96	**440.98**	955.46	**514.48**	881.96	**587.98**
Employee +Spouse + Child	1,930.96	1,930.96	-	1,544.77	**386.19**	1,448.22	**482.74**	1,351.67	**579.29**	1,255.12	**675.84**	1,158.58	**772.38**
Employee + Spouse + Children	2,292.42	2,292.42	-	1,833.94	**458.48**	1,719.32	**573.10**	1,604.69	**687.73**	1,490.07	**802.35**	1,375.45	**916.97**
Employee + Child	1,128.48	1,128.48	-	902.78	**225.70**	846.36	**282.12**	789.94	**338.54**	733.51	**394.97**	677.09	**451.39**
Employee + Children	1,489.94	1,489.94	-	1,191.95	**297.99**	1,117.46	**372.48**	1,042.96	**446.98**	968.46	**521.48**	893.96	**595.98**
WFCA Self Funded PPO-750 Plan													
Employee Only	$ 630.38	$ 630.38	$ -	$ 504.30	**$ 126.08**	$ 472.79	**$ 157.59**	$ 441.27	**$ 189.11**	$ 409.75	**$ 220.63**	$ 378.23	**$ 252.15**
Employee + Spouse	1,388.28	1,388.28	-	1,110.62	**277.66**	1,041.21	**347.07**	971.80	**416.48**	902.38	**485.90**	832.97	**555.31**
Employee +Spouse + Child	1,823.70	1,823.70	-	1,458.96	**364.74**	1,367.78	**455.92**	1,276.59	**547.11**	1,185.41	**638.29**	1,094.22	**729.48**
Employee + Spouse + Children	2,165.07	2,165.07	-	1,732.06	**433.01**	1,623.80	**541.27**	1,515.55	**649.52**	1,407.30	**757.77**	1,299.04	**866.03**
Employee + Child	1,065.80	1,065.80	-	852.64	**213.16**	799.35	**266.45**	746.06	**319.74**	692.77	**373.03**	639.48	**426.32**
Employee + Children	1,407.17	1,407.17	-	1,125.74	**281.43**	1,055.38	**351.79**	985.02	**422.15**	914.66	**492.51**	844.30	**562.87**
Dental Insurance Coverage - 2026													
WFCA Dental PPO Incentive with Orthodontia													
Employee Only	$ 54.57	$ 54.57	$ -	$ 43.66	**$ 10.91**	$ 40.93	**$ 13.64**	$ 38.20	**$ 16.37**	$ 35.47	**$ 19.10**	$ 32.74	**$ 21.83**
Employee + One Dependent	94.61	89.88	**4.73**	71.90	**22.71**	67.41	**27.20**	62.92	**31.69**	58.42	**36.19**	53.93	**40.68**
Employee + Two or more Dependents	174.17	165.46	**8.71**	132.37	**41.80**	124.10	**50.07**	115.82	**58.35**	107.55	**66.62**	99.28	**74.89**
Life Insurance Coverage - 2026													
Standard Basic Life ($25K)													
Employee	$ 9.38	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -

Attachment 2: Wage Scales

DRAFT - Effective January 12, 2026 - Operations Group Wages - Hourly												
	COLA:	3.00%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grades	Position	Differential		5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	2.5%	2.5%	2.5%
OP1	Trainee/NECR		$ 34.86	$ 36.60	$ 38.43	$ 40.35	$ 42.37	$ 43.43	$ 44.52	$ 45.63	$ 46.77	$ 47.94
OP2	PCR	5.3%	36.71	38.55	40.48	42.50	44.63	45.75	46.89	48.06	49.26	50.49
OP2 ST	PCR - Senior Trainer	1.5%	37.26	39.12	41.08	43.13	45.29	46.42	47.58	48.77	49.99	51.24
OP3	Vacant	3.5%	38.56	40.49	42.51	44.64	46.87	48.04	49.24	50.47	51.73	53.02
OP4	Dispatcher	5.0%	40.49	42.51	44.64	46.87	49.21	50.44	51.70	52.99	54.31	55.67
OP4 ST	Dispatcher - Senior Trainer	1.5%	41.10	43.16	45.32	47.59	49.97	51.22	52.50	53.81	55.16	56.54
OP4 L	Dispatcher - Lead	2.5%	42.13	44.24	46.45	48.77	51.21	52.49	53.80	55.15	56.53	57.94
OP4 LST	Dispatcher - Senior Trainer & Lead	1.5%	42.76	44.90	47.15	49.51	51.99	53.29	54.62	55.99	57.39	58.82
OS1	Assistant Supervisor	10.0%	47.04	49.39	51.86	54.45	57.17	58.60	60.07	61.57	63.11	64.69
OS2	Vacant	10.0%	51.74	54.33	57.05	59.90	62.90	64.47	66.08	67.73	69.42	71.16
OS3	Supervisor	5.0%	54.33	57.05	59.90	62.90	66.05	67.70	69.39	71.12	72.90	74.72
PM1	Program Manager	5.0%	57.05	59.90	62.90	66.05	69.35	71.08	72.86	74.68	76.55	78.46

DRAFT - Effective July 13, 2026 - Operations Group Wages - Hourly												
	COLA:	1.00%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Grades	Position	Differential		5.0%	5.0%	5.0%	5.0%	2.5%	2.5%	2.5%	2.5%	2.5%
OP1	Trainee/NECR		$ 35.21	$ 36.97	$ 38.82	$ 40.76	$ 42.80	$ 43.87	$ 44.97	$ 46.09	$ 47.24	$ 48.42
OP2	PCR	5.3%	37.08	38.93	40.88	42.92	45.07	46.20	47.36	48.54	49.75	50.99
OP2 ST	PCR - Senior Trainer	1.5%	37.64	39.52	41.50	43.58	45.76	46.90	48.07	49.27	50.50	51.76
OP3	Vacant	3.5%	38.96	40.91	42.96	45.11	47.37	48.55	49.76	51.00	52.28	53.59
OP4	Dispatcher	5.0%	40.91	42.96	45.11	47.37	49.74	50.98	52.25	53.56	54.90	56.27
OP4 ST	Dispatcher - Senior Trainer	1.5%	41.52	43.60	45.78	48.07	50.47	51.73	53.02	54.35	55.71	57.10
OP4 L	Dispatcher - Lead	2.5%	42.56	44.69	46.92	49.27	51.73	53.02	54.35	55.71	57.10	58.53
OP4 LST	Dispatcher - Senior Trainer & Lead	1.5%	43.20	45.36	47.63	50.01	52.51	53.82	55.17	56.55	57.96	59.41
OS1	Assistant Supervisor	10.0%	47.52	49.90	52.40	55.02	57.77	59.21	60.69	62.21	63.77	65.36
OS2	Vacant	10.0%	52.27	54.88	57.62	60.50	63.53	65.12	66.75	68.42	70.13	71.88
OS3	Supervisor	5.0%	54.88	57.62	60.50	63.53	66.71	68.38	70.09	71.84	73.64	75.48
PM1	Program Manager	5.0%	57.62	60.50	63.53	66.71	70.05	71.80	73.60	75.44	77.33	79.26

Appendix A: Examples of Application of Overtime and Premium Pay

OVERTIME CALCULATIONS:

30-hour work week: An Employee is scheduled to work Four 10 hour shifts Sunday-Wednesday followed by 4 days off and works each of their shifts, on Friday they return for a 5-hour shift. Although they only have 35 hours in the work week they would be compensated at the overtime rate for their 5 hour shift.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
10 hours	10 hours	10 hours	10 hours	Off	5 hours	Off
Regular pay work week 1	Regular Pay work week 2	Regular Pay work week 2	Regular Pay work week 2		Overtime	

30-hour work week plus 10 training hours: An Employee is scheduled to work Four (4) 10-hour shifts Sunday-Wednesday followed by 2 days off then 1 10-hour training shift on Saturday. All 40 hours compensated at regular rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
10 hours	10 hours	10 hours	10 hours	Off		10 training hours
Regular pay work week 1	Regular Pay work week 2	Regular Pay work week 2	Regular Pay work week 2			Regular pay work week 2

40 hour scheduled week with sick leave: An Employee is scheduled to work Four-10 hour shifts followed by a day off then a 10-hour overtime shift. Employee calls in sick for one of their 10-hour regular shift. All 50 hours compensated at regular rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours	Works 10 hours	10 hours Sick Leave	10 Hours	Off	10 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay (sick leave bank) work week 1	Regular Pay work week 1		Regular pay rate, work week 1

40 hour scheduled week with adjustment or flex hours and 5 extra hours: An Employee is scheduled to work their regular shift for three of their four work days but works another shift for the fourth day, then an additional 5 hours during that week. Employee is compensated for 40 hours at their regular pay rate plus 5 hours at the overtime rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours Day Shift	Works 10 hours Day Shift	Works 10 Hours Day Shift	Works 10 hours Swing Shift	Off	5 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1		Overtime Rate

<u>40 hour scheduled week with adjustment or flex hours and 5 extra hours</u>: An Employee is scheduled to work their regular shift for three of their four work days, but replaces one work day with a normal day off, then works an additional 5 hours during that week. Employee is compensated for 40 hours at their regular pay rate plus 5 hours at the overtime rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours Day Shift	Works 10 hours Day Shift	Works 10 Hours Day Shift	Adjusts Off	Adjusts On 10 hours	5 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1	No Pay	Regular Pay work week 1	Overtime Rate

<u>Application of Overtime and Premium Pay Rates:</u>

<u>Example A</u>: An employee whose hourly rate of pay is $20.00 who works 10 hours of straight time plus 2 hours overtime on Thanksgiving Day would receive ten hours pay at his or her established hourly rate of $20.00 per hour plus two hours pay at one and a half (1 1/2) times his or her established hourly rate as follows:

<u>(10 hours x $20.00 per hour) + (2 hours x $20.00 x 1.5)</u>
<u>= ($200) + ($60.00) = $260.00</u>

<u>Example B</u>: If the Employee in Example A was eligible to receive holiday premium pay under Section 19.02 the employee would receive an additional premium as follows:

<u>12 hours x $20.00 x .5 = $120.00</u>

For the 12 hour Thanksgiving Day shift, this Employee would receive total pay in the amount of:

<u>$260.00 + $120.00 = $380.00</u>

Appendix B: Alcohol and Controlled Substances Policy

A. DEFINITIONS

1. Reasonable suspicion: Suspicion based on objective facts, and inferences from those facts in light of experience, that an Employee is under the influence by the use of alcohol and/or controlled substances or has been using illegal drugs. Prior to requiring an Employee submit to testing for alcohol or controlled substances a supervisor must be able to articulate the specific facts, circumstances, observations, physical evidence, signs, symptoms, or pattern of performance and/or behavior that cause them to reasonably conclude an Employee may have violated this alcohol and controlled substances policy.
2. Random testing: Alcohol and controlled substance testing administered at unspecified intervals as part of a return to work agreement between an Employee, 43 the Guild, and the Employer to ensure a previous problem of substance abuse has been arrested. The conditions of such testing, including liability for payment, will be specified in the return to work agreement.
3. Under the influence: Impairment, to any degree, of an individual's ability to perform his or her assigned responsibilities as a result of the use of alcohol, controlled substances, or a combination of both. It may also mean a blood alcohol level of .02 grams or greater per 100 ml of blood, or a finding of a positive test result for controlled substances.
4. Controlled Substances/Illegal drugs: All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law as well as prescription medications for which the Employee does not have a prescription.
5. Over-the-counter drugs: Those drugs generally available without a prescription from a medical doctor and are limited to those drugs that impair judgement or an Employee's ability to safely perform their duties.
6. Prescription drugs: Those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

B. PURPOSE

1. Use of alcohol and/or controlled substances are serious problems affecting the lives of millions of workers and have been linked to accidents and deaths in the workplace, decrease worker productivity, increased health care costs and increase in Employee absences.
2. Kitsap 911's highest duty is to the public and the emergency response personnel of Kitsap County. The Employer, the Guild, and the

Employees it represents recognize that the use of controlled substances and alcohol which adversely affect job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow Employees, and to the efficient operations of Kitsap 911.

3. The purpose of this policy is to promote safety by ensuring Employees are sufficiently fit to perform essential job functions and by detecting and deterring conduct that may jeopardize the individual health, safety, and well-being of Employees, responders, and the public. Equally important, however, is the assurance to Employees that personal dignity and privacy will be respected and that harassment, discrimination, and defamation will not be tolerated.

C. POLICY

1. Employees will not report for or be on duty while under the influence of alcohol or controlled substances (including Prescription or Over-the-counter medications that impair judgement or an Employee's ability to safely perform their duties).
2. Employees will not consume alcohol while on duty or prior to work such that the consumption has an adverse effect on the Employee's ability to perform their job.
3. Employees will not purchase alcohol while on duty except where any purchase is made during a break period when the Employee is relieved from duty. Any alcohol purchased during a break period or before starting a shift will not be store in any Kitsap 911 facility.
4. While engaged in the work of the Employer or while on the Employer premises, Employees will not engage in the unlawful use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or controlled substances and their paraphernalia in any amount or any manner, including prescription medications for which the Employee does not have a prescription. The Employer reserves the right to discipline Employees for off duty conduct that violates this policy.
5. Employees taking medication will consult with their medical provider to determine whether the medication is likely to impair their ability to perform their duties. Employees will not report to work in those cases where they cannot safely perform their job duties.
6. The Employer encourages Employees with drug or alcohol problems to seek assistance with those problems. Any Employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and will not be disciplined for doing so. Discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. Provided that, nothing in this section will preclude the Employer from taking

disciplinary action for an Employee who has arrived for work impaired or engaged in other misconduct.

7. The Employer will comply with the Americans with Disabilities Act, Washington Law Against Discrimination and other applicable statues.
8. When the Employer has a reasonable suspicion that an Employee is under the influence of alcohol or controlled substances, or has recently used illegal drugs, the Employee in question will be asked to submit to confirmation testing including beath tests, urinalysis and/or blood screen to identify involvement with alcohol or a controlled substance. Any Employee impaired by alcohol or controlled substances while on duty, or who tests positive for illegal drugs is subject to disciplinary action, up to and including termination. No Employee will be asked to submit to, or be subjected to, any random drug or alcohol testing unless it is part of a last chance or return to work agreement, as agreed to by the Employer, the Employee, and the Guild.
9. Refusal to submit to reasonable suspicion testing, failure to provide a sample during testing, failure to follow the directions of the collection facility, failure to sign paperwork required by the collection facility, or attempts to tamper with the sample, will be treated as a positive test result.
10. Employees involved in a motor vehicle collision while on duty (when operating either a personally owned or Employer provided vehicle), must notify a supervisor or manager immediately or as soon as they are medically able.
11. Any Employee involved in an accident while on duty may be required to submit to drug or alcohol testing. Such testing shall occur as soon as possible. Employees subject tot post-accident testing must remain available for such testing and may not take any action to interfere with testing or the results of testing. Refusal to comply with post-accident testing protocol will be treated as a positive test result. Testing is mandatory when the accident results in a serious injury, fatality, or significant property damage. If testing is refused and there is reason to believe the Employee has violated this policy concerning the use of drugs and/or alcohol, an Employee may not return to work until at least twenty-four (24) hours have elapsed following the accident Any regularly scheduled work during that 24-hour period will be considered paid administrative leave.
12. An Employee will be considered to have refused testing if he/she:
    a. Fails to appear for any test within a reasonable tie, as determined by the Employer, after being directed to do so by the Employer; or
    b. Provides false information in connection with a test; or
    c. Attempts to falsity test results through tampering, contamination, adulteration, or substitution;

d. Is unable or fails to provide a specimen or breath sample without a valid medical explanation; or
e. Fails to remain readily available for post-accident testing; or
f. Fails to remain at the testing site until the testing process is complete; or
g. Fails to cooperate with any part of an observed or monitored collection or any part of the testing process.

13. An Employee who is arrested for any drug or alcohol-related offence must notify the Employer within 24 hours.

The Employer is committed to respect the privacy and reasonable concerns of Employees who are required to be tested for alcohol and controlled substances as well as those who have notified the Employer of medication use (See POL-205), and those who seek assistance with drug or alcohol problems. The Employer takes extensive measures to ensure that all records, documents, and related materials concerning who has been tested, why they were tested, and the results of those tests are held in strictest confidence, and that all meetings and conversations relating to alcohol and controlled substances testing are treated as confidential. All such records are marked confidential, securely stored, and only released on a need to-know basis or as required by law. Any Employee who breaches confidentiality is subject to discipline up to and including termination.

D. TESTING PROCEDURE

1. When reasonable suspicion exists, an Employee will be relieved of duty and interviewed and observed in a private area. When possible the supervisor will confer with the duty manager after relieving an Employee of duty and prior to conducting the interview.
2. When requested, the Employee will be allowed a reasonable period of time to consult with a Guild Representative.
3. The Employee will be given an opportunity to explain the reasons for their condition.
4. The Employer may request breath, urine, hair, and/or blood samples.
5. An Employee who is suspected of impairment will not be allowed to drive. If offsite test is indicated a supervisor or manager will escort the Employee to the collection facility. The supervisor will either remain in the waiting area or direct the Employee to call the supervisor and wait for a ride when they are finished. If the Employee attempts to drive, law enforcement will be notified, and the Employee will be subject to discipline up to and including termination.
6. The supervisor or manager will not observe the testing process. The Employee may request a Guild official or other readily available

observer to accompany them to the testing facility. All Employees, regardless of role, will comply with the testing facility's policies, directions, and collection procedures.

7. Offsite breath testing will be undertaken only utilizing a BAC device (or its future equivalent) complying with all standard protocols and requirements applicable to such devices for criminal investigations and/or OSHA CDL testing requirements.
8. Urine and blood testing will be conducted by a medical professional at the Doctor's Clinic Urgent Care Facility or St. Michael Medical Center in Silverdale. After hours testing will be conducted by Kitsap Mobile Testing. Should the Employer desire to contract with a medical facility other than those listed above, the Employer will confer with the Guild prior to executing a contract.
9. Urine and blood samples will be processed as split samples.
10. All testing will be conducted in conformance with U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) standards, methods, and techniques.
11. Positive test thresholds will be defined by current SAMHSA standards, which may be modified from time to time by the U.S. Department of Health and Human Services.
12. The costs associated with reasonable cause alcohol and controlled substance testing will be paid by the Employer. At the Employee's option and expense, the split specimen may be sent to a SAMHSA certified lab of their choosing. The employee must request this within 72-hours of being notified of a positive result.
13. The Employee will be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. The Employee must provide the Employer with written instructions if they want the results and/or documentation to be provided to the Guild. If they Employee and/or Guild choose to present their own results to the Employer, the Employer shall take into consideration those results in any final decision concerning possible discipline or termination.
14. The Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO will have the responsibility to determine when an individual has failed a drug test. The MRO must retain all records in accordance with their own policies and procedures.
15. If the results of the alcohol and controlled substance test are positive, and support a conclusion that the Employee violated this policy, the employee may be subject to discipline including immediate termination.

Collective Bargaining Agreement

Kitsap 911

&

Kitsap 911 Employees Guild

Technical Services Group Bargaining Unit

January 1, 2026 – December 31, 2028

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PREAMBLE

This Collective Bargaining Agreement (**"Agreement"**) is entered into by, Kitsap 911 ("**Employer"**) and Kitsap 911 Employees Guild ("**Guild**"), to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this Agreement is to set forth the wages, hours, and working conditions for the members of the bargaining units represented by the Guild for the term of this agreement. The parties recognize the value of consolidating collective bargaining agreements for both bargaining units into this single Agreement and at the same time desire to continue their recognition of two separate bargaining units.

The parties agree as follows:

ARTICLE I. DEFINITIONS

"Business Day" means Monday through Friday excluding holidays recognized in this Agreement.

"Change in Certification" means any employee who promotes or advances from one classification to another within their same group. Example: TSG Employee who is promoted from PS Systems Assistant to any other TSG position.

"Continuous Service Date - CSD" or **"Seniority"** means the length of employment including periods of authorized leave with pay. Leave without pay will affect your CSD/seniority date.

"Director" means Executive Director or Designee.

"Employer" means the collective management of Kitsap 911.

"Extra Help" means a non-budgeted position without an established Regular Schedule of work or predictable quantity of hours.

"Full-Time" means a budgeted position that works a Regular Schedule of 80 hours per pay period.

"Full-Time Equivalent" or **"FTE"** means a percentage representation of an Employee's Regular Schedule as compared to a 40 hour per week schedule.

"Guild Officer" means a person elected from within the Guild to the office of President, Vice President, Secretary, or Treasurer.

"Job Vacancy" or **"Vacant"** means an unfilled position within an established classification. A position for which an offer has been made is not considered to be Vacant.

"Merit Hours" are a form of paid leave awarded by the Employer to recognize employees who exceed designated annual thresholds in training or overtime. Merit Hours are credited to the Employee's leave bank during the pay period following verification that the threshold has been met. Merit hours may be carried over but may not be cashed out.

"Part-Time" means a budgeted position that works a Regular Schedule that is less than 80 hours per pay period.

"Premium Pay" means an actual monetary value, or a percentage applied to an Employee's base wage separately.

"Regular Employee" means a Full-Time or Part-Time Employee who is a member of a Bargaining Unit and is no longer on probation. This excludes Extra Help Employees.

"Regular Scheduled Shift" or "Base Shift" means an Employee's primary predictable work schedule or flex schedule including adjusted hours and training hours excluding overtime.

"Term Limited" or **"Temporary Employee"** means Employees hired for a specific period of time or for the purposes of completing a specific project.

ARTICLE II. RECOGNITION

SECTION 2.1. Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for the following Bargaining Unit~~s~~ within Kitsap 911:

Technical Services Group (TSG) Bargaining Unit. This unit is comprised of Full-Time and Part-Time Employees in positions of Public Safety Systems Assistant, Public Safety Systems Technician, Public Safety Systems Senior Technician, Public Safety Systems Master Technician, Public Safety Systems Analyst, Public Safety Systems Engineer.

SECTION 2.2 Extra Help. The Employer shall provide the Guild with reasonably prompt notice of any new Extra Help Employees. Extra Help Employees are not part of a Bargaining Unit and are not members of the Guild. Extra Help are at-will and are not guaranteed hours. Extra Help will follow rules set forth by the Employer and the Guild for allocation of hours.

Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits within this Agreement, except as expressly stated herein.

The Employer shall review the number of hours worked by Extra Help Employees after each pay period and will notify the Guild when an Extra Help Employee reaches 300 hours. Once an Extra Help Employee exceeds 347 hours within a calendar year, they will be classified as Bargaining Unit Extra Help.

SECTION 2.3 Bargaining Unit Extra Help. Extra Help Employees who work more than 347 hours per calendar year and perform~~s~~ work historically done by Employees within either Bargaining Unit identified in Section 2.1(a) or Section 2.1(b) will become members of the appropriate Bargaining Unit. Bargaining Unit Extra Help will remain in this classification until separation or termination. Bargaining Unit Extra Help are considered at-will and are not guaranteed hours. Bargaining unit Extra Help will follow rules set forth by the Employer and the Guild for allocating hours.

Bargaining Unit Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits under this agreement except as expressly stated herein.

At their discretion, Bargaining Unit Extra Help may become members of the Guild by paying dues.

SECTION 2.4 Term Limited or Temporary Employee. The Employer shall provide reasonable notice to the Guild of any intention to hire Term Limited or Temporary Employees and will meet to bargain any impacts to Guild members.

ARTICLE III. GUILD SECURITY

Section 3.01 Membership. The Employer recognizes that members of the Bargaining Units recognized in Section 2.1 may, at their discretion, become members of the Guild by paying Guild dues. However, such membership is not a condition of employment. The Employer shall notify the Guild monthly of any new Bargaining Unit Employees and provide an opportunity to meet with those Employees as required by law. The Guild shall fairly represent all Employees in the Bargaining Unit to the extent required by law.

Section 3.02 Dues Remittance. If a written Authorization for Payroll Deduction from an Employee has been received by the Employer five days before the end of the pay period, the Employer shall begin deducting from such Employee on the paycheck immediately following. The Employer shall deduct half the monthly dues per paycheck. If there are three paychecks in a calendar month, no dues will be deducted from the third paycheck. The Employer shall remit the dues collected to the Guild at least monthly.

Section 3.03 Cancellation of Dues Authorization. If a written request to cancel the Authorization for Payroll Deduction has been received by the Employer five days before the end of the pay period, the Employer will honor the cancellation on the paycheck immediately following. If the request is received later than five (5) days before the end of the pay period, the cancellation of dues collection will begin on the next paycheck. The Employer will notify the Guild of any requests to cancel dues.

Section 3.04 Hold Harmless. The Guild shall hold the Employer harmless against any claims brought against the Employer by an Employee arising out of the Employer making a good faith effort to comply with this Article.

Section 3.05 Guild Rights to Administer Membership. The Guild may propose amendments to Sections 3.01, 3.02 and 3.03 of this Agreement. If the Guild provides the Employer notice of such a change, the Employer shall not unreasonably refuse the change.

ARTICLE IV. LABOR MANAGEMENT RELATIONS

Section 4.01 Guild and Employer Relations. The Employer and the Guild shall provide authorized representatives to conduct all collective bargaining regarding wages, hours, and working conditions of employment. The Employer and the Guild recognize the importance of a reliable work force to provide quality services to the citizens served by Kitsap 911. The Employer shall promote a reliable work force by providing competitive wages and benefits. The Guild members will strive to provide the best services possible to the citizens served by Kitsap 911.

Section 4.02 No Strike Clause. The Guild and the Employer agree that nothing contained in RCW 41.56 permits or grants any public Employee the right to strike or refuse to perform their official duties. Further, the Guild and the Employer agree that the public interest requires the efficient and uninterrupted performance of all services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild shall not cause or condone any form of work stoppage, strike, or slow-down as long as the terms of this Agreement are in effect. Employees who are involved in such actions are subject to discipline up to and including termination.

Section 4.03 Nondiscrimination. Neither the Employer, the Guild, nor any Employee, will in any manner whatsoever discriminate against any Employee on the basis of race, creed, color, religion, national origin, sex, marital status, sexual orientation, gender identity, genetic information, gender association, age, honorably discharged veteran or military status, HIV status, the presence or perception of the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration, and is not to be construed to indicate the required sex of any Employee or job applicant.

No Employee will be discharged, disciplined, subject to adverse employment action, or discriminated against for upholding lawful Guild activities, fulfilling duties as a Guild Officer, or serving on a Guild committee, or as a member of the Guild.

This section is intended to protect against discrimination as set forth in federal, state, and local laws.

ARTICLE V. MANAGEMENT RIGHTS

Section 5.01 Management Rights. All management rights, powers, authority, and functions, whether exercised and regardless of the frequency or infrequency of their exercise, remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and functions include, but are not limited to:

(a) The full and exclusive control of the management and operation of the Employer's business and affairs and,

(b) The determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto and,

(c) The determination of the number, size, and location of its offices and places of business and equipment to be utilized, and the layout thereof and,

(d) The right to establish or change shifts, schedules of work and standards of performance within the parameters of this Agreement and,

(e) The right to establish, change, combine, or eliminate jobs, positions, classifications, and descriptions within the parameters of this Agreement and,

(f) The right to establish new or change existing procedures, methods, processes, facilities, machinery, and equipment, or make technological changes and,

(g) The right to utilize on-call Employees without restriction and,

(h) The right to maintain order and efficiency and,

(i) The right to designate the work and functions to be performed and,

(j) The right to establish, administer, or change bonus, incentive, or merit compensation plans beyond those identified in this Agreement and,

(k) The right to make and enforce safety and security rules of conduct and,

(l) The right to discipline or discharge Employees for just cause and,

(m) The determination of the number of Employees and the direction of Employees.

The Employer and the Guild agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions of management will remain exclusively vested in the Employer, except insofar as expressly and specifically surrendered or limited by the expressed provisions of this Agreement.

ARTICLE VI. GUILD OFFICIALS & USE OF EQUIPMENT

Section 6.01 Guild Board Notification and Time Off. The Guild shall provide the Employer notice of any change to the Guild Officers and executive board members within thirty calendar days of their appointment. The Employer shall grant reasonable time off to Employees designated by the Guild as representatives, executive board members, committee members, or Guild Officers while engaged in official Guild/Employer business involving contractual matters, such as attending a grievance hearing, labor-management meeting, negotiations, or serving as a representative in any disciplinary meeting or internal investigation, provided:

(a) The Guild notifies the Employer at the earliest time the Guild is made aware of the need to be absent and,

(b) The Employer determines that such temporary absence will not cause unreasonable disruption of services.

Section 6.02 Guild President Part-Time Option. Upon request of the Guild President, the Employer shall grant Part-Time status to the Guild President under the following terms:

~~(a)~~ Should the Guild President be a member of the TSG Bargaining Unit and request Part-Time status, the Employer will consider the Guild President’s position and staffing to determine the approval of this option.

Section 6.03 Guild Use of Employer Property. The Employer shall provide and permit the use of a bulletin board space for the purpose of posting health and safety information, meeting notices, newsletters, and other information that the Guild chooses to post as long as it is not discriminatory or political in nature except as allowed by law. The Guild shall not post anything that would be offensive to a reasonable person. The Guild may distribute Guild literature in Employee~~s~~’ lounges, Employee mailboxes, non-public and non-work areas.

Employees may use the Employer’s email system to communicate Guild business to the Employer. Employees may use the Employer’s email and messaging system to request a Guild Representative. No other use of the Employer email or messaging system will be used to conduct Guild business.

Section 6.04 Non-Employee Access to Employer Premises. The Employer shall provide non-Employee representatives of the Guild reasonable access to the premises of the Employer during working hours provided:

(a) Such visits are for the purpose of the administration of this Agreement and

(b) Such visits will not interfere with the normal work duties of the Employees.

Section 6.05 Annual Guild Training. The Employer shall permit up to three Guild members total from all bargaining units, selected by the Guild, per calendar year to attend training authorized by the Guild under the following conditions:

(a) The absence(s) does not create an unreasonable disruption of the Employer’s services and,

(b) Members attending training may use paid annual leave, compensatory time, or with mutual agreement between the Employer and the Employee, the Employee may adjust their work schedule to make up the absence and,

(c) If the absence necessitates the need for overtime and the Employer notifies the Guild in advance of this need, the Guild will compensate the Employer for any overtime costs directly resulting from the absence and,

(d) The Employer may approve requests beyond three Guild members and these additional absences will follow the terms of this Section.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 7.01 Purpose and Limitations. If the Guild, an Employee, or group of Employees are aggrieved by the Employer's interpretation or application of the terms of this Agreement they may seek a remedy through the grievance procedure contained in this Agreement. An Employee may be represented by the Guild. If an Employee chooses to present their grievance without being represented by the Guild, the Employer shall provide the Guild reasonable notice and an opportunity to be present at any initial meeting called to facilitate the resolution of the grievance.

The Employer shall not provide a remedy that is inconsistent with the terms of this Agreement to an Employee pursuing a grievance without Guild representation. An Employee or group of Employees may continue a grievance to Step 2, but the Guild can exclusively advance a grievance beyond Step 2.

Section 7.02 Step 1 – Oral Discussion with Employer Designee Step 1 is a required step except in cases of suspension or termination, or unless waived by the Employer's policy prohibiting discrimination and harassment. In such cases the Guild or Employee may elect to proceed directly to Step 2.

Within 15 Business Days of the occurrence which gave rise to the grievance, or within 15 Business Days after the Employee or the Guild has knowledge of the event, the Guild or Employee representing themselves shall provide written notice of the subject matter of the grievance and request to meet with a designated representative of the Employer. The Employer shall schedule such meeting as soon as is practicable.

The Employer representative may be a Public Safety Communication Supervisor, Training Supervisor, Professional Standards Program Manager, TSG Manager, or any member of the management team. An Employer representative will not be assigned to review a decision made by their peer, or a decision their peer may have been involved in making, but they may be assigned to review a decision they made or were involved in making.

The Guild is deemed to have knowledge of the event upon any of the following:

(a) Actual knowledge by a Guild Officer, or

(b) Receipt of actual notice by a Guild Officer, or

(c) Within 60 calendar days of the information being released.

The Employer shall notify the Guild and the Employee who represented themselves of the Employer's decision on the grievance, or provide a reason for delay, within 15 business days following the Step 1 discussion.

Section 7.03 Step 2 – Oral Discussion with Deputy Director. . If the Guild, or the Employee representing themselves, is not satisfied with the outcome of the Step 1 grievance, or did not receive a timely response from the Employer, the Guild, or Employee representing themselves, may provide written notice of the grievance to the Deputy Director within 15 Business Days of receiving the Step 1 decision or 15 Business Days after the Step 1 discussion.

If the Guild or Employee representing themselves files a timely grievance notice with the Deputy Director, the Employer shall conduct an investigation including a discussion with the Guild and Employee. After the Step 2 discussion and within 15 business days, the Deputy Director shall notify the Guild, and the Employee representing themselves, in writing, of their decision and supporting reason, or provide reason for delay.

Section 7.04 Step 3 – Written Grievance and Discussion with Executive Director. If the Guild is not satisfied with the outcome of the Step 2 grievance or has not received a timely response from the Employer at Step 2, the Guild may reduce the grievance to writing and submit the grievance to the Executive Director within 15 Business Days of receipt of the Employer's Step 2 decision. Within 15 Business Days of the submission of the Step 3 written grievance, the Executive Director and the Guild shall meet to discuss the grievance. The Executive Director shall provide a written decision or provide reasons for delay within 15 Business Days after the Step 3 discussion.

Section 7.05 Optional Mediation. If there is no timely response from the Employer or if the Guild is dissatisfied with the Step 3 decision, the Guild and the Employer may agree to submit the grievance to mediation. Either the Guild or the Employer may refuse mediation. If either party refuses mediation, the Guild may advance the grievance to arbitration in accordance with the terms of this Agreement.

(a) Mediator Selection and Cost. Upon mutual agreement of the Guild and the Employer to submit the grievance to mediation, the parties shall jointly petition PERC or another mutually agreed upon mediation service for the appointment of a mediator. A mediation session will be scheduled as soon as is practicable but no later than thirty days from the date of the petition or any other period of time that is mutually agreed by the Guild and the Employer. The Guild and the Employer shall each pay 50% of any compensation and expenses relating to the cost of mediation. The Guild and the Employer shall participate in the mediation in good faith.

(b) Nonbinding Mediation. Neither the Guild nor the Employer is bound to accept the recommendations of the mediator. If the parties agree upon a settlement resolving the matter, such settlement will be final and binding on the parties. Should the matter proceed to arbitration, the mediator's findings, recommendations, or any settlement offers or discussions will not be subject to review by the arbitrator and will not be included in either party's presentation to the arbitrator. Either party may inform the arbitrator that the matter was not resolved in mediation.

Section 7.06 Step 4 – Arbitration. If there is no timely response from the Employer or if the Guild is dissatisfied at Step 3 and there is no settlement in mediation or mediation was refused, the Guild or the Employer may request arbitration within 15 Business Days under the terms below:

(a) Arbitrator Selection. The Guild and the Employer shall attempt to agree on an arbitrator to hear and decide the case. If the parties are unable to agree to an arbitrator within ten Business Days of the request for arbitration, either party may request a list of nine names from the Federal Mediation and Conciliation Service (FMCS) within five Business Days of the parties' failure to mutually agree to an arbitrator. The FMCS list will only contain names from the sub-regional panel from Washington and Oregon. The Guild and the Employer shall pay fifty percent of the cost of such list. The parties shall flip a coin to determine who strikes first, with each side alternately striking names until a single arbitrator remains.

(b) Hearing. The arbitrator is granted the authority to hold a hearing and accept pertinent evidence submitted by both parties and to request any data that the arbitrator deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Arguments of the parties may be supported by oral comment and rebuttal. The hearing will be kept private and only include the parties and their designated representatives and witnesses.

(c) Arbitrator Authority. The arbitrator is granted the authority to rule only on the basis of information presented in the hearing and deliver a decision in writing on the issue presented for arbitration. The arbitrator will refuse to receive any information after the hearing, except when there is mutual agreement between the parties and in the presence of both parties. The arbitrator is prohibited from rendering a decision that will add to, subtract from, or otherwise modify any term of this Agreement. Either party may submit post-hearing briefs to the arbitrator within thirty days of the hearing. The parties shall attempt to agree on the brief submission date. If the parties fail to agree to a brief submission date, the arbitrator will decide. The arbitrator will submit their written decision to the parties within thirty days of the hearing or within thirty days of the brief submission date, whichever is later. The decision of the arbitrator is final and binding on the parties.

(d) Cost of Arbitration. The Guild and the Employer shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the party making the request shall pay the cost. If the other party requests a copy of the record and pays 50% of the cost, the party with the record shall provide a copy to the other party. The Guild and the Employer shall each pay 50% of the fees and expenses of the arbitrator.

ARTICLE VIII. ADMINISTRATIVE INVESTIGATIONS & EMPLOYEE RIGHTS

Section 8.01 Purpose and Application. The administrative investigation process contained in this Article applies when The Employer becomes aware of any concern from an internal or external source that may result in disciplinary action at the level of Written Warning or higher. To the extent that a particular topic or matter is not addressed in this Agreement but is covered in policy, the policy will govern, subject to any bargaining obligations with the Guild over the implementation of the policy.

Section 8.02 Administrative Investigation Procedure. The Employer shall conduct all administrative investigations in accordance with this Section and in accordance with the Employee Rights provided in Section 8.03 of this Agreement.

(a) Upon receipt of a complaint or upon becoming aware of potential misconduct or inaction that if proven may result in discipline, the Employer shall designate an investigator and management reviewer. Prior to the issuing of a written warning or higher, the investigator must consult the designated management reviewer.

(b) The investigator may conduct a preliminary investigation. A preliminary investigation is limited to determining if a complaint has merit and which Employees are involved. The investigator will conduct the preliminary investigation using appropriate tools available based on the nature of the inquiry. This may include but is not limited to interviewing the complainant, reviewing recorded calls, reviewing messages, and reviewing event chronologies. The Employer shall provide notice to the Guild within 48 hours of beginning a preliminary investigation, and the Guild shall not act to impede or compromise the investigation. The Employer shall not enter the private property of Employees without notice of investigatory intent during any investigation. If the Employer contacts any person on the Employee's private property, the Employer shall immediately identify themselves and disclose their investigatory intent.

(c) If, following the preliminary investigation, the Employer determines further investigation is required, the Employer shall provide the Guild and the Employee(s) written notice of the administrative investigation. Such notice will be provided within 48 hours of the completion of the preliminary investigation and include a description of the general nature of the complaint unless such notice would endanger the investigation. The Employer may require the Employee sign an acknowledgement of receipt of the notice.

(d)) Interviews and administrative investigations will be concluded without unreasonable delays. The Employer shall provide the Employee notice that it contemplates issuing disciplinary action within 90 days after completion of the preliminary investigation unless circumstances exist requiring the investigation to need more time. After 90 days have elapsed from the completion of the preliminary investigation, the Employer shall notify the Employee and the Guild of when the Employer anticipates completing the investigation, the cause for the delay, and a general description of the investigation's status. Subsequently, if the Employer realizes that it is still unable to complete the investigation within the time it has specified, the Employer shall notify the Employee and the Guild of the information required herein.

(e) If at the conclusion of the administrative investigation the Employer determines the complaint to be unfounded or the Employer decides to issue an Oral Warning or other non-disciplinary action, the record of the investigation will not be placed into the Employee's personnel file.

(f) If at the conclusion of the administrative investigation the Employer decides to issue a Written Warning, the Employee may be required to sign acknowledging receipt and the disciplinary record will be placed into the Employee's personnel file.

(g) If at the conclusion of the administrative investigation the Employer is considering issuing a suspension without pay or discharge, the Employer shall provide the Guild and the Employee written notice of a due process hearing that is to be scheduled not more than 20 calendar days from the date the completed investigation file is brought to the attention of the Executive Director or their designee. The Employer shall provide the Guild and the Employee at least three Business Days to review the case before the scheduled due process hearing. The Employer or the Guild may request to extend any timelines contained in this Subsection, and such requests will not be unreasonably denied.

(h) Following consideration of any additional information provided by the Employee or the Guild, the Employer shall make the final determination. The Employer shall provide the Employee and the Guild written notice of the determination and provide a copy of any additional documents generated through the due process meeting.

Section 8.03 Employee Rights. In administrative matters in which an Employee will be interviewed concerning an act that if proven could result in disciplinary action, the Employee will be afforded the safeguards set forth below in addition to the Employee's rights under Garrity, Weingarten, and Loudermill.

(a) The Employer shall inform the Employee in writing not less than 48 hours prior to conducting an investigatory interview. Further, the Employer shall inform the Employee of the nature of the investigation and provide a summary of the factual allegation(s) sufficient to reasonably apprise the Employee of the nature of the charge. Upon request, the Employer shall afford the Employee the opportunity to consult with a Guild Representative.

(b) Up to two Guild Representatives may be present at the interview or due process meeting and to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an available Guild Representative when other Guild Representatives are available.

(c) The Employer shall notify the Employee of the name of the person in charge of the investigation, the name of questioners, and all other persons to be present during the questioning.

(d) When possible, the questioning will be conducted at a reasonable hour, preferably at a time when the Employee is on duty, or during the Employee’s normal waking hours, unless the seriousness of the investigation requires otherwise. If such questioning occurs during the Employee’s off-duty time, the Employer shall consider the impact to the Employee’s off hours and shall adjust the Employee’s schedule or compensate the Employee for such off-duty time in accordance with this Agreement and the Employer’s regular procedures.

(e) Any questioning session will be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The Employer shall permit the Employee being questioned to attend to their own personal physical necessities whenever reasonably possible.

(f) Prior to any questioning where the Employee is the focus of an administrative investigation, the Employer must provide the Employee the following notice:

“You are about to be questioned as part of an administrative investigation being conducted by Kitsap 911. You are ordered to cooperate with this investigation and to honestly answer the questions that relate to your conduct and/or job performance. You are required to answer questions relating to the performance of your official duties or fitness for duty. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including termination. The statements you make, or evidence gained as a result of this required cooperation, may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Alternatively, the Employer may advise the Employee that the Employee’s participation in the investigation is voluntary. If the Employee refuses to participate the Employer may reach a conclusion on the available evidence and the Employee’s refusal to participate will not be considered an indicator of guilt or subject to any form of disciplinary action.

(g) Employees will not be subjected to any offensive language. The Employer shall not make promises or threats or permit investigators or questioners to make promises or threats as an inducement to answer questions.

(h) The Employer shall not require Employees being questioned to be subjected to visits by the press or news media, nor will their home address be given to the press or news media without the Employee’s written consent.

(i) The complete questioning of an Employee may be recorded by the Employer, the Employee, and/or the Guild. If a recording is made of the questioning, upon request, the Employee, the Employer, or the Guild will be given a copy of the recording. Recordings will be made if the interviewee consents to such recording, in accordance with state law. As an operation of this Agreement, all other participants to the interview will be deemed to have already consented to being recorded. No participant may make any secret recordings.

(j) Upon completion of the administrative investigation and the Employer's review of the case, the Employee under investigation and the Guild will be informed of the results.

Section 8.04 Administrative Leave. Administrative leave with pay may be provided to the Employee by the Employer to provide the Employer sufficient time and ~~the~~ opportunity to discuss the problem with the involved parties in order to determine an appropriate course of action if the situation is serious enough for the Employee to be removed from the work environment. The decision whether to place an Employee on administrative leave is ~~at~~ the sole discretion of the Employer and not subject to the grievance process.

The first 45 calendar days of administrative leave will be paid at the Employee's normal rate. If an Employee is the subject of an administrative investigation that is not concluded within 45 calendar days, the Employee may use any accrued annual leave or compensatory time for any regularly scheduled workdays while the Employee remains on administrative leave. The Employer shall only impose administrative leave beyond 45 calendar days when the Employer has reason to believe that the circumstances warrant a disciplinary suspension or termination.

At the conclusion of the administrative investigation, if the Employer determines the complaint to be unfounded, the Employer shall return any accrued annual leave or compensatory time used by the Employee while on administrative leave to the Employee's leave balances.

ARTICLE IX. EMPLOYEE DISCIPLINE

Section 9.01 Progressive Discipline. The Employer shall administer progressive discipline for just cause and in accordance with the following procedures, including the presence of a Guild Representative upon request. Any pre-disciplinary hearing will be consistent with the Employee's rights under law and this Agreement.

(a) Step 1 – Oral Warning. Oral warnings will be used for minor offenses, such as unsatisfactory work habits or performance. The supervisor will discuss the offense and warn the Employee not to repeat the behavior. Repeated violations of this category may result in a more severe disciplinary action. The Employer may require the Employee to acknowledge receipt of the oral warning by signing documentation of the oral warning for the Employer's records. An oral warning may not advance past Step 2 of the grievance procedure and will not be placed into the Employee's personnel file.

(b) Step 2 – Written Reprimand. Written reprimands will be used for more serious problems or offenses such as misconduct resulting in poor job performance as a first step, or for repeated incidents where an oral warning has failed to correct behavior. This reprimand will be in the form of a letter signed by the Supervisor and given to the Employee to avoid further discipline. Copies of such warnings will be kept in the Employee's personnel file. Unless waived in writing by the Employee, the Employer shall provide copies of any written reprimand to the Guild.

(c) Step 3 – Suspension Without Pay. Suspension without pay may be administered short of discharge when the offense is of a serious enough nature that would normally result in discharge, but when circumstances related to an Employee's overall performance would not warrant immediate discharge, or when the inappropriate conduct or performance has continued subsequent to written reprimands. At the Employer's option, The Employer may choose to allow the Employee to use accrued annual leave and/or compensatory time balances equal to the imposed suspension in lieu of suspension without pay. Such action will not reflect on the discipline level and will be equivalent to a suspension without pay.

(d) Step 4 – Termination. Instances which warrant termination without a warning or suspension may include, but are not limited to, such conduct as: insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the Employee's ability to perform their job or their ability to work with co-workers or customer agency personnel. Examples of such unacceptable conduct include, but are not limited to, violating policies or procedures when such violation damages, in the professional judgement of the Executive Director, client agency trust or rapport with Kitsap 911. Repeated offenses may warrant the termination of an Employee if such conduct has been documented by the Employer. The Employer shall conduct a pre-termination hearing prior to any termination of an Employee and notify the Employee that the hearing is a pre-termination hearing. The hearing may be informal in nature and will be conducted by the Executive Director. The Employer shall not terminate any Employee without just cause.

ARTICLE X. PROBATION, PROMOTION, AND TRANSFER

Section 10.01 New Hire Probation Period. All newly hired employees placed in any classification within the Technical Service Group will be in new hire probation status for 12 months from the date of hire.

Section 10.02 New Hire Probation Terms. Employees terminated while on New Hire Probation will not have access to the grievance procedure for the termination decision. The Employer shall pay wages and benefits pursuant to this Agreement and any failure to do so is subject to the grievance procedure.

If an Employee in New Hire Probation status takes leave without pay, the Employer shall extend the New Hire Probation status by that amount of time, otherwise New Hire Probation may not be extended.

If the Employee has performed satisfactorily at the conclusion of the New Hire probation period, the Employer shall grant Regular Employee status.

Section 10.03 Promotion and/or Change in Certification. When an Employee is promoted from one classification to another within Kitsap 911's Technical Services Group, the Employer shall assign the Employee to a step in the new classification's pay scale that is at least 9.8% greater ~~that~~ than the Employee's pay rate ~~at~~ in the formerly held position. A higher step may be awarded based on the Employee's overall experience.

This Section does not require the Employer to create a new step. Step placements will be based on the established pay scale in Attachment 2 for that classification.

Section 10.04 Promotional Probation Period and Terms. The Employer shall place any Employee receiving a promotion into Promotional Probation status for six months beginning on the date of the promotion.

The Employer may request the Guild's consent to an additional six-month extension of an Employee's Promotional Probation status. The Guild shall not unreasonably withhold consent to such requests.

If the Employee is in New Hire Probation status at the time of the promotion, the remainder of the Employee's New Hire Probation period will run concurrently with Promotional Probation.

If the Employee has performed satisfactorily at the conclusion of the Promotional Probation period, and New Hire Probation has been fully served, the Employer shall grant Regular Employee status.

Section 10.05 Return to Previous Classification. Promoted Employees within the Technical Services classifications who fail Promotional Probation or voluntarily step down from a promotion may return to the position/class from which they were promoted, as long as the position remains vacant or within sixty days of the promotion, whichever is longer.

The Employer may determine the Employee has failed promotional probation at any time during the Promotional Probation period.

The returning Employee must complete any probation in the lower classification that was not completed prior to the promotion except as provided in Section 10.07 of this Agreement.

Upon successful completion of the Promotional Probationary period, the Employer shall grant Regular Employee status.

Section 10.06 Transfer. A transfer is the ~~change~~ move of an Employee from one Bargaining Unit to another (i.e. Operations to TSG). Upon agreement of the Executive Director and the

Employee, or to meet the needs of the Employer, a transfer may be made. An Employee transferring to a new position should possess the minimum qualifications for that position.

The Employee will be subject to a six-month probationary period. This probationary period follows the same terms of Promotional Probation contained in Section 10.04 or 10.05 of this Agreement~~,~~ for which ever group they are transferred into.

The transferred Employee may be provided the right to retreat, as determined~~,~~ in writing, by the Executive Director at the time of transfer.

When an Employee is transferred, the Employer will assign the Employee the closest step that is not a decrease. A higher step may be awarded based on the Employee's overall experience and qualifications for the new position.

Section 10.07 Transfer to Previously Held Lower Classification. Employees voluntarily transferring from a higher classification to a lower previously held classification, will be placed on the pay step the Employee would have been in had they never promoted. This wage step determination includes time served in the higher classification and is based on CSD.

A returning Employee must complete any New Hire or Promotional Probation remaining in the previously held classification. Employees voluntarily transferring back after a year in the higher classification will not be required to complete any remaining Promotional Probation in the lower classification.

Upon successful completion of any remaining probation period, the Employer shall grant Regular Employee status.

ARTICLE XI. JOB VACANCIES

Section 11.01 Filling Vacant Positions. For Vacant positions, the Employer shall post notice for a minimum of five (5) Business Days for both new and existing positions in one of the following ways:

(a) Promotions & Internal Posting. The Employer may fill a vacancy from within Kitsap 911 through an internal departmental posting, instead of or prior to posting notice to the general public.

(b) Outside Posting. The Employer may post notice of a vacancy to the general public. Should the Employer not internally post the position prior to posting publicly, Kitsap 911 employees will be notified via email of the posting.

Section 11.02 Candidate Lists. The Employer shall maintain an unpublished candidate list consisting of applicants who have successfully passed the candidate evaluation process for that position. The Employer shall place applicants on the list in order of their candidate evaluation process ranking. The candidate list will remain in effect for a period of no less than six months and no more than one year from the date the list is established. If a vacancy occurs in that position during the duration of the list, the Employer shall promote from the list and may consider the three highest ranking applicants who are eligible for appointment at that time. The Employer may establish a new candidate list when there are less than three eligible candidates on the list. If the Employer finds there have been irregularities in the candidate evaluation process, the Employer may cancel the list.

Candidate lists of qualified applicants for a position may be used to fill a less senior position for which an opening has been created . No additional postings shall be required if there are no qualified internal candidates.

ARTICLE XII. LAYOFF & REC

ALL

Section 12.01 Layoff Procedures. In the event of a layoff, seniority, performance, and ability (including special skills needed to perform a particular assignment within a classification), will be factors in determining which Employees within the affected classification will be laid off. When ability and performance are substantially equal, length of Continuous Service will be the determining factor. Performance will be determined by use of the Employee's performance evaluations within the last two years within the affected classification. Ability will be determined by the existence of special skills, credentials, or other qualifications required in a particular job assignment as evidenced by the job description or announcement of hiring.

No Regular Employee will be laid off while there are Extra Help, Part-Time, or Employees on New Hire Probation serving within the affected classification. Prior to layoff, the Employer shall permit Part-Time Employees to return to Full-Time and then be considered for layoff within the terms of this Section. The Employer shall provide Employees to be laid off with at least four weeks' written notice or in lieu of notice, the Employer may provide four weeks' severance pay.

Section 12.02 Recall. If the Employer rehires after a layoff has occurred, the Employer shall first attempt to rehire those Employees who were laid off from the affected classification within the previous year in the reverse order of their layoff in order of seniority. The Employer shall consider Employees laid off within the previous year for positions of equal or lower classification for which they meet the minimum qualifications. Employees who refuse recall in their former job classification will relinquish their recall and reemployment rights under this Agreement. It is the responsibility of the Employee to inform the Employer of any change of their address. The Employer shall provide notification of recall by registered mail to the Employee's last known address and the Employee's response is required within ten Business Days of notification.

Section 12.03 Reinstatement. Reinstatement of Employment is defined as a previous Employee returning to Full-Time or Part-Time employment within six months (180 calendar days) of terminating employment with Kitsap 911 or becoming Extra Help. Reinstatement of employment is at the discretion of the Employer and will include a courtesy email notification to the Guild. Review of overall performance history as well as staffing levels will be part of the Employer's consideration. The classification, wage step, and retraining required and whether the Employee is placed back into Acting Lead and/or CTO-shall be determined by the Employer.

Section 12.04 Reinstatement Seniority. Reinstated Employees will return with their seniority minus the amount of time they were not employed by Kitsap 911. This is determined by subtracting the number of days the Employee was not employed by Kitsap 911 from their seniority at the time of termination.

Section 12.05 "Bumping" Rights. In the event of layoff, Employees with more seniority may "bump" or displace a less senior employee in a classification equal to or below the classification for which the more senior Employee is qualified.

ARTICLE XIII. PERSONNEL FILES

Section 13.01 Employee Access. The personnel file is considered the official record of an Employee's service. Upon the request of an Employee, the Employer shall permit the Employee to review their personnel file in its entirety. After inspection, the Employer shall provide copies of entries requested by the Employee. The personnel file does not include records of counseling sessions, oral warnings, administrative or internal investigation reports except such reports that are in support of discipline at the level of a written reprimand or higher. The Employer shall give the Employee a copy of discipline-related documents or evaluations that are placed into his or her personnel file. The Employee may attach statements in rebuttal or explanation to those documents.

Section 13.02 Disclosure of Information Contained in Personnel Files. The Employer shall maintain Employee personnel files as confidential records to the full extent allowed by law. Access to the Employee's personnel file is limited to the Employee, his/her representative with written authorization, and other persons or agencies as may be required by law. The employer may disclose information in personnel files in accordance with applicable law. Prior to disclosing personnel file documents (other than employment verification information) the Employer shall give the affected Employee notification of the request. If the Employer believes that the document(s) is subject to disclosure, the Employer shall notify the Employee. The affected Employee has ten Business Days to provide the Employer any reason for not releasing the requested document(s) and/or to give the Employee an opportunity to prevent the release at the expense of the Guild or the Employee prior to releasing the requested documents. The employee may waive the notice requirement. Nothing herein will be construed as limiting any rights the Guild has under the law to access records.

Section 13.03 Supervisory Working Files. Only one official personnel file will be maintained on an Employee. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on an Employee's job performance or a supervisory working file. For purposes of this Section a "supervisory working file" consists of material relevant to the preparation of the Employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, administrative or internal investigations that did not result in discipline at the level of a written reprimand or higher, or other records related to an Employee's performance. The Employer shall not disclose contents of this file without written consent from the Employee, except as may be required by law. Entries in the supervisory working file are not purged but items older than the time limits described below may not be used in consideration of or as support for any disciplinary action or referenced in a performance evaluation:

(a) Counsel or Observe: Two (2) years

(b) Oral Warning: Six (6) years

ARTICLE XIV. WAGES & PREMIUMS

Section 14.01 Wages – 2026, 2027, and 2028. **Section 14.01 Wages – 2026, 2027, and 2028.** Effective January 1st of each year, the Employer will raise wages based on the October CPI with a minimum of 2% and a maximum of 3% for all classifications within the Supervisory and Non-Supervisory Bargaining Units. Initial wages referenced in Attachment 2 reflect wages prior to January 1, 2026 and will be updated once the October CPI is reported.

(a) At any point during the term of this contract, if the referenced CPI reaches 5%, Management and the Guild agree to reopen this Section 14.01 for bargaining.

Section 14.02 Wage Steps. Employees will advance from Step 1 through 10 each year on their CSD. If delays in granting the step advancement is due to the failure to submit the necessary paperwork to the Human Resources Department, step advancements will be retroactive to the date of eligibility and paid out to the employee on the next paycheck after the required paperwork is received.

Section 14.03 Longevity Bonus. Longevity Bonus will be calculated on base salary/hours Employees will receive an annual payment in the first full paycheck in January based on completing the qualifying year.

Completed Years of Service as of January 1.
After 3 years of service 0.75%
After 5 years of service 1.0%
After 10 years of service 1.25%
After 15 years of service 1.75%

After 20 years of service 2.25%

Section 14.04 Long-Term Service Recognition. On January 1st following the completion of 25 years of service, regular employees will receive 10 Merit Hours added to their leave bank.

Upon commencement of this contract, all employees having completed their 25th year will be eligible for this Recognition.

ARTICLE XV. HOURS OF WORK

Section 15.01 Work Week and Hours. The work week consists of a 7-day period beginning on a day and time established by the Employer. TSG base hours are a minimum of 40 hours in a work week. Working hours are established by the Employer.

1) Shift assignments will be based on position and coverage needs.
    a) T8's will be scheduled for 4 consecutive 10-hour workdays, Monday through Friday.
        i) Hours of work will generally be between 08 and 1900. Work hours are flexible for Exempt employees as long as coverage needs are met.
        ii) Only one T8 employee from CAD and one T8 employee from IT/Security can have the same day off.
        iii) T8's will work out among themselves which weekday off each person has. If agreement cannot be reached, shifts will be determined by shift bid based on seniority.
    b) T2 Helpdesk Employees and T6 Radio Employees will be scheduled 40 hours per week consisting of 4 consecutive 10-hour workdays, Monday through Friday.
        i) T2 helpdesk and T6 Radio schedules will be built by the Executive Director and made available by October 15th of the year prior.
        ii) T2 Helpdesk Employees and T6 Radio Employees will collaborate to determine which shifts each Employee will work. If agreement cannot be reached, shifts will be determined by shift bid based on seniority.
2) Schedules must be determined and submitted to the Executive Director by November 1st for the following year.
3) In the event an absence is known in advance, Management may mandate an employee adjust their day off (Monday or Friday) to cover the absence with a minimum 7-day notice. The Employee's schedule will revert back to their normal shift as soon as the vacancy issue is resolved.
4) If a last-minute shortage reduces the helpdesk to 1 or less Employees, the T6's and T8's will assist with Helpdesk calls.

5) Shift Exchange - If two employees in the same classification choose to exchange shifts during a specific week, they may do so with a written request and approval by the TSG Manager. In the event that the working Employee does not show up to work or calls in sick for their exchanged shift, the absence will be handled just as if the time was the Employee's given shift and will be documented in Guardian Tracking.

Section 15.02 Schedule Adjustments. The Employer may adjust an Employee's established shift hours or days as necessary to accommodate training, maintenance needs, fulfilling minimum staffing, a large event in Operations, significant weather, a natural disaster, or any emergent situation deemed necessary by the Director. Adjustments can be used to cover vacations. Adjustment to shifts will be considered temporary and every effort will be made to return an Employee to their original schedule. Shift adjustments will not leave the Employee working less than a 40-hour workweek.

Flexing schedules to a different time or day may be made upon mutual agreement between the Employer and Employee. For FLSA non-exempt Employees all flexing of shifts must occur within the same workweek.

Section 15.03 Remote Work . Working from home may be an option dependent upon the needs of the position, the needs of Operations, and Employee performance. Requests to work remotely will be considered on a case-by-case basis and will require the approval of the TSG Manager and final approval by the Executive Director. The Director reserves the right to revoke this approval at their discretion and will communicate the reason for revocation to the guild and affected employee(s).

(a) T8 exempt employees will be allowed 1 remote day per week, excluding Wednesday, opposite the other employee in their specialty.
(b) T8 non-exempt employees will be allowed 1 remote day per week, excluding Wednesday, opposite the other Employee in their specialty.

Section 15.04 Breaks and Meal Periods. The Employer shall provide one (1) unpaid 30-minute break and three (3) paid 15-minute breaks during the Employee's 10-hour work day. Employees will determine when these breaks are taken in order to guarantee sufficient duty coverage.

ARTICLE XVI. OVERTIME

Section 16.01 Overtime Pay. All overtime worked must be authorized in advance by the Employer. Employees working unauthorized overtime may be subject to discipline in accordance with this Agreement.

(a) The Employer shall pay all hours worked in excess of 40 hours in one work week at an overtime rate of 1.5 times the Employee's regular rate.

In addition to the above, the following provisions apply to the calculation of hours worked and overtime pay:

(a) "Hours worked" includes base hours, training hours, annual leave, compensatory time, Observed Paid Holiday, Bereavement Leave, and sick leave taken as Bereavement Leave. "Hours worked" does not include other sick leave taken from either bank or any other form of leave taken in lieu of sick leave.

(b) Pyramiding of overtime is not permitted.

Section 16.02 Accruing Compensatory Time. An Employee who is eligible for overtime pay in accordance with Section 16.01 of this Agreement may, at their option, accrue Compensatory Time at a rate of 1.5 hours accrued for every 1 hour worked in lieu of overtime pay. The Employee must notify the Employer of their intent to accrue Compensatory Time~~,~~ on their timecard~~,~~ prior to the end of the pay period in which the overtime was worked.

Section 16.03 Use of Compensatory Time. The Employer shall approve Compensatory Time requests that do not unduly disrupt the Operations of the Employer.

Section 16.04 Cash Out of Compensatory Time. The Employer shall automatically cash out unused Compensatory Time at the Employee's regular hourly rate by the dates provided in this Section. If an Employee wishes to use Compensatory Time after the last ~~first~~ pay period in November and before December 31st, the Employee must notify the Employer no later than the second (2nd) Monday in November. If a request is not received by this time, the Employer shall cash out all unused Compensatory Time in the last paycheck of November.

Employees may cash out any accrued Compensatory time in any pay period throughout the year. The Employer may at their discretion, permit Employees to carry over Compensatory Time from one year to the next for exigent circumstances. Requests for such carryover must be in an email and received by the Finance Manager by the second (2nd) Monday in November.

Section 16.05 FLSA Exempt Employees. Employees classified as FLSA Exempt are not eligible for overtime pay or Compensatory Time accrual. The Employer shall schedule Employees classified as FLSA Exempt in one of the following ways:

(a) FLSA Exempt Employees assigned to a fixed schedule will not be charged for absences involving time off that is less than a scheduled full workday provided such Employee works at least one-half of their scheduled workday and the Employee has obtained the approval of the Employer.

(b) The Employer may assign FLSA Exempt Employees to a flex schedule normally consisting of approximately 80 hours per pay period. Emphasis of such a schedule is placed on meeting the responsibilities assigned to the position rather than on working specific daily schedules unless required by the Employer. The nature of responsibilities associated with FLSA Exempt positions often requires greater than 80-hours worked per Pay Period, including evenings and weekends. There is considerable flexibility in work scheduling to accommodate work related meetings and functions.

ARTICLE XVII. WORK PERFORMED IN HIGHER CLASSIFICATION

Section 17.01 Out of Class. Except as otherwise provided in this Agreement, the Employer shall pay to an Employee who performs work in a higher job classification for 10 or more consecutive work days the wage of the higher classification for all time the Employee performs work in the higher classification provided,

(a) The employee working out-of-class is performing the scope of duties principally ascribed to the higher classification and,

(b) If the Employee is performing only a narrow or limited portion of the scope of duties principally ascribed to the higher classification, the Employer shall pay 50% of the difference between the Employee's current wage and the wage of the higher classification and,

(c) Preapproval is obtained from the Employer in one of the following ways:

   i. The Employee is temporarily assigned by the Employer to perform significant additional responsibilities for a designated time period. Special work projects or unanticipated work demands resulting from legal, programmatic, or operational changes are examples of situations where a temporary working out-of-class Premium may be granted, or

   ii. The Employee is temporarily assigned by the Employer to perform the scope of duties principally ascribed to a higher classified budgeted position within Kitsap 911, which is currently unoccupied, or when the higher classified Employee is on extended leave.

(d) Once the temporary assignment is completed; the Employee's wage will return to their original wage rate.

ARTICLE XVIII. INSURANCE

Section 18.01 Medical Insurance and Premiums. The Employer shall fund, provide, and maintain insured medical benefits as provided below for all Full-Time and Part-Time Employees. The Employer and all Full-Time and Part-Time Employees at or above .75 FTE will make contributions to such plans as provided below and in the amount listed in Attachment 1 of this Agreement:

(a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for the Employee only.

(b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.02 Dental Insurance and Premiums. The Employer shall fund, provide, and maintain insured dental benefits as provided below for all Full-Time ~~and Part-Time~~ Employees. The Employer and all Full-Time Employees will make contributions to such plan as provided below and in the amount listed in Attachment 1 of this Agreement:

(a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for the Employee only.

(b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.03 Double Medical or Dental Coverage. No Employee may have double coverage under the Employer-sponsored medical or dental plans. Employees may not cover their spouse or domestic partner if the spouse or domestic partner is also employed in a Full-Time or Part-Time position within Kitsap 911.

Section 18.04 Waiver of Medical or Dental Coverage. No Employee may waive coverage through the Employer sponsored medical and dental plans.

Section 18.05 Life Insurance. The Employer shall contribute the total cost necessary to fund, provide, and maintain Employer selected basic life insurance coverage for all Full-Time and Part-Time Employees.

Section 18.06 Changes to Coverage During Plan-Year. Employees must comply with federal, state, and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the Employer.

Section 18.07 Optional Benefits. Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.

ARTICLE XIX. HOLIDAYS

Section 19.01 Observed Paid Holidays~~.~~ The following holidays are observed as 8 hours of paid time off for Employees in the classifications contained within the Technology Services Group or other created classifications as designated by Management. The (12) Observed Paid Holidays are:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day

Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Day

The Observed Paid Holiday is eight (8) hours and the remaining two (2) hours must be covered by Annual Leave or Comp Time for employees working 4-10 hour schedule, or the Employee may request a schedule adjustment of hours in the same work week.

If an observed paid holiday falls on an employee's scheduled 3-day weekend, it will be observed on one of the employee's normal workdays during the same workweek as agreed upon by the Employee and the TSG Manager.

ARTICLE XX. ANNUAL LEAVE

Section 20.01 Annual Leave Accrual. The annual amount is divided by 26 pay periods and accrued biweekly. The accrual rate is increased on your Continuous Service Date. Employees will accrue annual leave with pay as follows:

Upon employment ....80 hours per year
Upon completion of 1 year employment ....88 hours per year
Upon completion of 2 years employment ....96 hours per year
Upon completion of 3 years employment ....104 hours per year
Upon completion of 4 years employment ....112 hours per year
Upon completion of 5 years employment ....120 hours per year
Upon completion of 6 years employment ....128 hours per year
Upon completion of 7 years employment ....136 hours per year
Upon completion of 8 years employment ....144 hours per year
Upon completion of 9 years employment ....152 hours per year
Upon completion of 10 years employment ....160 hours per year
Upon completion of 11 years employment ....168 hours per year
Upon completion of 12 years employment ....176 hours per year
Upon completion of 13 years employment ....184 hours per year
Upon completion of 14 years employment ....192 hours per year
Upon completion of 15 years employment ....200 hours per year
Upon completion of 20 years employment…………………………………………… 220 hours per year

Section 20.02 Annual Leave Carryover and Cash Out. The Guild and the Employer mutually recognize the importance of Employees utilizing earned annual leave to promote and enhance their mental and physical well-being, therefore Employees should attempt to use annual leave during the year in which it is earned. No more than 360 hours of annual leave with pay may be carried from one calendar year to the next. The Employer shall automatically cash out any annual leave in excess of 360 at the Employees hourly rate at the time of cash out in the first paycheck in January.

Section 20.03 Annual Leave Payout on Separation. Upon the separation of an Employee by resignation or retirement with at least two weeks' notice or, layoff, dismissal, or upon death, the Employer shall pay the Employee or the Employee's beneficiary for any unused annual leave at the Employees hourly rate at the time of separation or death. If the Employee's leave bank exceeds 240 hours, the Employer may, at their discretion, opt to permit the Employee to remain on the payroll for a time equivalent to the number of hours in excess of 240 hours.

Section 20.04 Leave Requests. Requests for leave must be approved in advance by the Employer. Annual leave requests outside the annual bidding process will be approved based on staffing levels. In the event of conflicts between Employees in requests for leave, the Employee first requesting prevails. In the event of concurrent requests or conflicting requests for which the sequence of the requests are unknown, the Employer shall make the final determination with consideration toward seniority.

Section 20.05 Vacation Bidding. The vacation bid system ~~for both Operations and TSG~~ is modeled after the shift bid system with the following provisions:

a) A minimum of 2 slots per day year-round with the following restrictions and exceptions:
   i) Only one CAD engineer can be off at a time.
   ii) Only one radio tech (T6 and T8) can be off at a time, including Lead.
   iii) Only one Network & Security Engineer or IT Focus Engineer can be off at a time.
   iv) Only one Helpdesk Tech may off at any one time, including a Lead.
   ~~v)~~ No overlaps above 2 will be approved during bidding.
   vi) No overlaps above 2 will be approved ad-hoc further out than 1 month and will be dependent on overall staffing and workload.

b) The Classification of Public Safety Systems Analyst will not count toward the slot(s) per day limit. The Employer has the right to revoke this caveat at their sole discretion, and such revocation will not be subject to the grievance process.

c) During the weeks of Christmas and New Year's all but two TSG employees may be off on annual leave. The two working must include one radio and one IT employee who are off probation and active in the on-call rotation. These two employees must work in the building during this time regardless of their regular schedule. The Employer has the right to revoke this caveat at their sole discretion, and such revocation will not be subject to the grievance process.

d) Vacation bidding will be conducted in rounds in order of seniority with the most senior Employee bidding first. Each bid must be for consecutive workdays and each bid may not exceed 3 work weeks. Any bid, regardless of the length, will count as the Employee's bid for that round. Bidding rounds continue until all the slots are filled or every Employee eligible to bid has passed.

e) Employees may bid up to the amount of annual leave and schedule correction hours they will accrue in the year for which they are bidding.
f) Once all employees have completed bidding as defined in (d and e), this portion of annual leave bidding shall be reviewed by the Employer for approval. Vacation requested through the bidding process is not approved until such review is conducted by the Employer and approval is granted.
g) Extended Leave Bidding - Upon approval of bidding in section (c), Employees will be permitted to bid annual leave hours that have carried over from previous years or will carry over from the current year, up to forty (40) total hours, in two additional rounds. These hours must be:
    i) In the Employee's current leave bank
    ii) or scheduled to be accrued through the balance of the current year

    Leave bidding rules apply (number per day/per shift). Once these two Extended Leave Bidding rounds are completed and approved, bidding for annual leave will be completely closed and any additional leave requested must follow the guidelines set forth in this document.

    Should an Employee bid in the Extended Leave Bidding rounds and not have those hours available at the time the leave is scheduled, the leave will be cancelled and the Employee will be eligible for discipline following the process set forth in this contract.
h) Employees may choose not to participate in the bid process or may skip a bid round.
i) Employees may request annual leave after the vacation bid process has been completed. Annual leave requests outside the bidding process will be handled following Section 20.04.
j) Employees will not be compensated for time preparing vacation requests or communications regarding vacation bids.

ARTICLE XXI. SICK LEAVE

Section 21.01 Sick Leave Accrual. Employees hired before December 1st, 2004 will accrue 120 hours of sick leave per year. Employees hired on or after December 1st, 2004 will accrue 96 hours of sick leave. Part-Time Employees accrue prorated sick leave based on the Employee's FTE status. Sick leave is prorated monthly.

Section 21.02 Sick Leave Banks. Employees have two sick leave banks designated as "Regular Sick Leave" (RSL) and "Washington Sick Leave" (WASL). For every 40 hours an Employee works, excluding any leave taken, the Employer shall deduct one hour from the Employees accruals and credit the hour to the Employee's Washington Sick Leave bank. The Employer shall credit the remainder of the Employee's accruals into the Employee's Regular Sick Leave bank.

Section 21.03 Sick Leave Carryover. Employees may carry over a maximum of 40 hours in their Washington Sick Leave bank from one calendar year to the next. No later than December 31st of each year, the Employer shall transfer any hours in excess of 40 in the Employee's Washington Sick Leave bank to the Employees Regular Sick Leave bank. Employees may carry over a maximum of 1,200 hours of combined sick leave between both banks. The Employer shall deduct any hours in excess of this threshold from the regular sick leave bank in the last pay period of each year.

Section 21.04 Washington Sick Leave Use. All accrued sick leave in an Employee's Washington Sick Leave bank may be used in accordance with RCW 49.46 including notice and verification requirements. In addition, accrued sick leave in this bank may be used for overtime or in place of Training Hours. If used for Service Hours, the Employer shall credit the Employee with an equivalent amount of Service Hours.

If the Employer initiates an administrative investigation for fraudulent or unauthorized use of sick leave from this bank, the Employer may withhold payment of such leave pending the outcome of such investigation.

If a material change is made to the law, associated WACs, or guidance from an administrative or regulatory agency after ratification of this Agreement, the Guild and the Employer shall bargain the impacts of that change. Either party may decide what constitutes a material change. The Guild and the Employer shall evaluate and either party may request to renegotiate the optional use of this sick leave for the purposes of overtime shifts.

Regular Sick leave may not be used for overtime shifts and may, at the Employer's discretion, be used for Service Hour shifts. If the Employer permits the use of Regular Sick Leave for Service Hours, the Employer shall credit that Employee with an equivalent number of Service Hours.

The Employer shall permit the use of Sick Leave accrued in this bank for:

(a) An Employee who is incapacitated due to sickness or injury or,

(b) When due to exposure to contagious disease the presence of the Employee may jeopardize the health of others or,

(c) When necessary for medical examination or treatment of the Employee or,

(d) Bereavement leave purposes in accordance with this Agreement.

In addition to the above, sick leave in this bank and other accrued leave may be used to care for a spouse, registered domestic partner, parent, stepparent, grandparent, parent-in-law, child, under 18 years old (biological, adopted, foster, or step), and adult children incapable of self-care, who has a serious health condition or an emergency condition. Sick leave may also be used to care for an employee's wife or daughter who is disabled because of pregnancy or childbirth.

Section 21.05 Excessive Sick Leave Use. If an Employee uses 90 hours of Regular Sick Leave in a 12-month period excluding any leave use protected by state or federal law, the Employer may administer discipline for excessive use. The Employer may administer increasing levels of discipline for each additional instance of excessive use within a consecutive 3-year period.

Section 21.06 Regular Sick Leave Conversion. The Employer shall permit Employees to convert unused Regular Sick Leave to Annual Leave at a 3:1 ratio. Employees may not convert more than 120 hours of Regular Sick Leave per year.

The Employee must provide written notice to the Employer asking for sick leave to be converted, prior to the 2nd Monday in November. Under no circumstances will an Employee receive cash payment for any converted leave.

Section 21.07 Regular Sick Leave Cash Out. The Employer shall offer to cash out unused Regular Sick Leave from any Employee that uses 30 hours or less of Regular Sick Leave or any leave in lieu of sick leave in the 12-month period from November 1 to October 31 at a rate equal to the Employee's regular hourly rate up to the limits below:

a) An Employee that uses 0 to 10 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 40 hours of Regular Sick Leave
b) An Employee that uses 11 to 20 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 30 hours of Regular Sick Leave
c) An Employee that uses 21 to 30 hours of regular Sick Leave or any leave in lieu of sick leave may cash out up to 20 hours of Regular Sick Leave

The Employee must provide written notice to the Employer asking to cash out sick leave, prior to the 2nd Monday of November. The Employer shall pay the Employee on the last paycheck in November.

ARTICLE XXII. LEAVES OF ABSENCE

Section 22.01 Emergency Time Off. Section 22.01 Emergency Time Off. The Employer shall permit Employees Emergency Leave when not eligible for sick leave if they ~~who~~ experience emergent and unforeseen circumstances beyond their control that prevent them from arriving to work on time or at all, such as acts of God, extreme weather conditions, road closures, vehicle collisions, criminal acts, etc., to take reasonable Annual Leave or Compensatory Time for time not worked. The Employee must notify the Supervisor as soon as possible and the Employer may require proof of the emergency before granting leave.

Section 22.02 Bereavement Leave. The Employer shall permit leave with pay for an Employee to grieve, manage personal matters, and to attend and/or make arrangements for funeral for a death in the Employee's family. Registered domestic partners are covered under this Section if the partnership is registered with the Washington State Registry for Domestic Partners, and the Employer may request verification of such registration.

(a) Fifty (50) hours of bereavement leave are allowed for the following family members:

Children (including foster & step)	Spouse's/RDP's Children
Parents (including foster & step)	Spouse's/RDP's Parents
Grandchildren	Spouse's/RDP's Grandchildren
Spouse or Registered Domestic Partner (RDP)	

(b) Thirty (30) hours of bereavement leave are allowed for the following family members:

Grandparents	Spouse's/RDP's Grandparents
Aunt, Uncle, Niece, Nephew	Spouse's/RDP's Niece, Nephew
Siblings (including foster & step)	Spouse's/RDP's Siblings

1. The Employer shall permit leave up to fifty (50) hours provided hours 31-50 are charged to the Employee's sick leave bank, Annual Leave, or Compensatory Time accruals.

The Director may authorize the use of Annual Leave for additional time off for all family members defined in this section. Employees must obtain approval from the Employer prior to taking leave under this Section. Bereavement leave is per occurrence and is not cumulative.

Section 22.03 Leave of Absence Without Pay. If an Employee has expended all accrued leave including Compensatory Time earned, the Employer may permit a Leave of Absence Without Pay (LWOP). Upon return the Employee is entitled to the former or similar position. A Leave of Absence Without Pay of 6 hours or more will result in a decrease of one day from the Employee's Continuous Service Date.

Unless otherwise required by law, if an Employee is in Leave Without Pay that causes an Employee to be below .5 FTE in a pay period, their medical insurance will continue and the Employee must pay the full Employer and Employee contribution of the premium. If the Employee remains below .5 FTE for four consecutive pay periods, their coverage will continue through the end of the current month, after which coverage will be terminated. Employees may be eligible to continue their coverage through COBRA. If the Employee returns to a .5 FTE or above status, their coverage will be reinstated with premium cost sharing in accordance with Attachment 1 of this Agreement.

Section 22.04 Other Statutorily Provided Leave. The Employer shall comply with and grant any leave required by state or federal law under the terms of such law. Nothing in this Article is intended to restrict or otherwise modify leave or other absences required by statute except when this Agreement is more generous than the law may require. The Guild and the Employer agree to meet and negotiate any policies or procedures necessary for compliance with such laws.

Section 22.05 Absence Without Authorized Leave. Any unauthorized absence may be grounds for disciplinary action. The Employer may terminate any Employee who, without providing notice to the Employer, is absent without authorization or justification for two regular scheduled shifts.

ARTICLE XXIII. STANDBY, CALL BACK, & MILEAGE

Section 23.01 Standby. The Employer may assign Standby status to Employees in the following Classifications:

1. Public Safety Systems Technician
2. Public Safety Systems Senior Technician
3. Public Safety Systems Master Technician
4. Public Safety Systems Engineer
5. Technology Services Supervisor
6. Public Safety Systems Lead
7. Professional Standards Program Manager

Such status requires that the Employee be available on a 24-hour basis for emergency work. The Employer shall issue such Employees a communication device capable of summoning their attention. The Employee must remain available by pager, cellular phone, or portable radio and respond by telephone within approximately 15 minutes to any summons at any time during the 24-hour period.

If the Employee who is scheduled for Standby status and is unable to meet the requirements for the standby period, it is the Employee's responsibility to find a qualified replacement in advance of the scheduled period and notify the Employer in writing. Employees in standby status are subject to call back pursuant to this Agreement.

The Employer shall post a Standby duty roster at least monthly. Standby status will be rotated and divided equally among those Employees determined to be qualified by the Employer, or any other mutually agreeable schedule.

Section 23.02 Standby Compensation. The Employer shall pay to any Employee placed in a standby status $50 per day Monday through Friday and an amount equal to 1 hour of the Employee's base hourly wage or $50, whichever is greater, for weekends and holidays.

Section 23.03 Call Back Compensation. An Employee who is called back to work by an authorized person and reports to work, will be paid at the Employee's overtime rate for a minimum of two hours and for all actual time worked in excess of two hours.

An Employee who has left the premises without approval from the Employer and without completion of the assigned duties is not eligible for call back compensation.

Section 23.04 Phone Conference. An Employee who is called after their scheduled shift by an authorized person seeking assistance will be paid at the Employee's overtime rate for no less than 30 minutes and for all actual time spent after 30 minutes. This section only applies to the Employee's provision of operational or technical assistance. Telephone calls related to other matters such as shift or vacation bidding, scheduling, or solely the call back of the Employee are not subject to this Section.

Section 23.05 Mileage Reimbursement. The Employer shall reimburse Employees for mileage incurred while conducting official Kitsap 911 business in a privately-owned vehicle at a rate established by the Internal Revenue Service regulations in place at the time the mileage was incurred. The Employer will reimburse mileage from an employee's residence or regular place of work whichever is less. Mileage only qualifies for reimbursement if a Kitsap 911 vehicle was not available for use or the use of a privately-owned vehicle in lieu of a Kitsap 911 vehicle was pre-approved by the Employer. Mileage to be reimbursed is determined as provided below:

(a) Mileage to an alternate worksite is reimbursed if the distance to the worksite is greater than the distance from the Employee's residence to the regular worksite, only the miles in excess of this are reimbursed.

(b) Reimbursement for mileage for out of state travel will not exceed the total aggregate roundtrip coach airfare cost of a common carrier.

ARTICLE XXIV. TERM, SAVINGS, & ENTIRE AGREEMENT

Section 24.01 Term of Agreement. The terms of this Agreement are in full force and effect on January 1st, 2026 and remain so until December 31st, 2028. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Guild and the Employer. Any such negotiations are restricted to the subjects agreed upon in advance in writing and will not open all subjects to negotiation.

Section 24.02 Savings Clause. The Guild and the Employer shall refer to policy to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement provided, nothing contained in policy degrades from the provisions of this Agreement. If any provisions of this Agreement are held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement is not held invalid and will remain in full force and effect. In such event, the Employer and the Guild shall meet within thirty days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, and to preserve the intent of the entire Agreement as negotiated by the parties.

Section 24.03 Entire Agreement Clause. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Guild each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

KITSAP 911 EMPLOYEES GUILD

________________________________	________________________________
Dawn Perry Date	Kyle Boeddeker Date
President	Vice President

ATTEST

____
Mary Valerio Date
Secretary, Kitsap 911 Employees Guild

KITSAP 911

________________________________	________________________________
Maria Jameson-Owens	Brandon Wecker Date
Executive Director	Deputy Director

____
Dave Ellingson Date
Kitsap 911 Board of Directors Chair

Attachment 1: 2023 Medical & Dental Insurance Rates

Monthly Insurance Rates & Contribution Amounts

Medical Insurance Plans - 2026	Total Monthly Rate	.75-1.00 FTE (30+ HRS WEEK)		.70 FTE (28+ HRS WEEK)		.65 FTE (26+ HRS WEEK)		.60 FTE (24+ HRS WEEK)		.55 FTE (22+ HRS WEEK)		.50 FTE (20+ HRS WEEK)	
		Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee
WFCA Self Funded PPO-100 Plan													
Employee Only	$ 833.04	$ 833.04	$ -	$ 666.43	**$ 166.61**	$ 624.78	**$ 208.26**	$ 583.13	**$ 249.91**	$ 541.48	**$ 291.56**	$ 499.82	**$ 333.22**
Employee + Spouse	1,834.59	1,742.86	**91.73**	1,394.29	**440.30**	1,307.15	**527.44**	1,220.00	**614.59**	1,132.86	**701.73**	1,045.72	**788.87**
Employee +Spouse + Child	2,409.99	2,289.49	**120.50**	1,831.59	**578.40**	1,717.12	**692.87**	1,602.64	**807.35**	1,488.17	**921.82**	1,373.69	**1,036.30**
Employee + Spouse + Children	2,861.09	2,718.04	**143.05**	2,174.43	**686.66**	2,038.53	**822.56**	1,902.63	**958.46**	1,766.73	**1,094.36**	1,630.82	**1,230.27**
Employee + Child	1,408.44	1,338.02	**70.42**	1,070.42	**338.02**	1,003.52	**404.92**	936.61	**471.83**	869.71	**538.73**	802.81	**605.63**
Employee + Children	1,859.54	1,766.56	**92.98**	1,413.25	**446.29**	1,324.92	**534.62**	1,236.59	**622.95**	1,148.26	**711.28**	1,059.94	**799.60**
WFCA Self Funded PPO-300 Plan													
Employee Only	$ 667.46	$ 667.46	$ -	$ 533.97	**$ 133.49**	$ 500.60	**$ 166.86**	$ 467.22	**$ 200.24**	$ 433.85	**$ 233.61**	$ 400.48	**$ 266.98**
Employee + Spouse	1,469.94	1,469.94	-	1,175.95	**293.99**	1,102.46	**367.48**	1,028.96	**440.98**	955.46	**514.48**	881.96	**587.98**
Employee +Spouse + Child	1,930.96	1,930.96	-	1,544.77	**386.19**	1,448.22	**482.74**	1,351.67	**579.29**	1,255.12	**675.84**	1,158.58	**772.38**
Employee + Spouse + Children	2,292.42	2,292.42	-	1,833.94	**458.48**	1,719.32	**573.10**	1,604.69	**687.73**	1,490.07	**802.35**	1,375.45	**916.97**
Employee + Child	1,128.48	1,128.48	-	902.78	**225.70**	846.36	**282.12**	789.94	**338.54**	733.51	**394.97**	677.09	**451.39**
Employee + Children	1,489.94	1,489.94	-	1,191.95	**297.99**	1,117.46	**372.48**	1,042.96	**446.98**	968.46	**521.48**	893.96	**595.98**
WFCA Self Funded PPO-750 Plan													
Employee Only	$ 630.38	$ 630.38	$ -	$ 504.30	**$ 126.08**	$ 472.79	**$ 157.59**	$ 441.27	**$ 189.11**	$ 409.75	**$ 220.63**	$ 378.23	**$ 252.15**
Employee + Spouse	1,388.28	1,388.28	-	1,110.62	**277.66**	1,041.21	**347.07**	971.80	**416.48**	902.38	**485.90**	832.97	**555.31**
Employee +Spouse + Child	1,823.70	1,823.70	-	1,458.96	**364.74**	1,367.78	**455.92**	1,276.59	**547.11**	1,185.41	**638.29**	1,094.22	**729.48**
Employee + Spouse + Children	2,165.07	2,165.07	-	1,732.06	**433.01**	1,623.80	**541.27**	1,515.55	**649.52**	1,407.30	**757.77**	1,299.04	**866.03**
Employee + Child	1,065.80	1,065.80	-	852.64	**213.16**	799.35	**266.45**	746.06	**319.74**	692.77	**373.03**	639.48	**426.32**
Employee + Children	1,407.17	1,407.17	-	1,125.74	**281.43**	1,055.38	**351.79**	985.02	**422.15**	914.66	**492.51**	844.30	**562.87**
Dental Insurance Coverage - 2026													
WFCA Dental PPO Incentive with Orthodontia													
Employee Only	$ 54.57	$ 54.57	$ -	$ 43.66	**$ 10.91**	$ 40.93	**$ 13.64**	$ 38.20	**$ 16.37**	$ 35.47	**$ 19.10**	$ 32.74	**$ 21.83**
Employee + One Dependent	94.61	89.88	**4.73**	71.90	**22.71**	67.41	**27.20**	62.92	**31.69**	58.42	**36.19**	53.93	**40.68**
Employee + Two or more Dependents	174.17	165.46	**8.71**	132.37	**41.80**	124.10	**50.07**	115.82	**58.35**	107.55	**66.62**	99.28	**74.89**
Life Insurance Coverage - 2026													
Standard Basic Life ($25K)													
Employee	$ 9.38	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -	$ 9.38	$ -

1

Attachment 2: Wage Scales

2025 Technical Hourly - Effective 12/30/2024											
Grades	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
T1	PS Systems Assistant - Vacant	$ 36.07	$ 37.88	$ 39.77	$ 41.76	$ 43.85	$ 44.95	$ 46.07	$ 47.22	$ 48.40	$ 49.61
T2	PS System Technician	37.89	39.80	41.79	43.88	46.08	47.24	48.42	49.63	50.87	52.15
T2L	PS System Technician - Lead	40.55	42.59	44.72	46.96	49.31	50.55	51.81	53.11	54.43	55.80
T6	PS Master Technician	46.05	48.37	50.79	53.33	56.00	57.41	58.85	60.32	61.82	63.37
T7	PS Systems Analyst	48.36	50.79	53.33	56.00	58.81	60.29	61.80	63.35	64.93	66.56
T8	PS Systems Engineer	55.35	58.13	61.04	64.09	67.30	68.99	70.71	72.48	74.28	76.14
T8L	PS Systems Engineer - Lead	59.24	62.22	65.33	68.60	72.04	73.85	75.70	77.59	79.52	81.52

Note: The 2026 Technical Hourly Pay Scale will be set upon release of the annual Cost of Living Adjustment.

Appendix A: Alcohol and Controlled Substances Policy

A. DEFINITIONS

1. Reasonable suspicion: Suspicion based on objective facts, and inferences from those facts in light of experience, that an Employee is under the influence by the use of alcohol and/or controlled substances or has been using illegal drugs. Prior to requiring an Employee submit to testing for alcohol or controlled substances a supervisor must be able to articulate the specific facts, circumstances, observations, physical evidence, signs, symptoms, or pattern of performance and/or behavior that cause them to reasonably conclude an Employee may have violated this alcohol and controlled substances policy.
2. Random testing: Alcohol and controlled substance testing administered at unspecified intervals as part of a return to work agreement between an Employee, 43 the Guild, and the Employer to ensure a previous problem of substance abuse has been arrested. The conditions of such testing, including liability for payment, will be specified in the return to work agreement.
3. Under the influence: Impairment, to any degree, of an individual's ability to perform his or her assigned responsibilities as a result of the use of alcohol, controlled substances, or a combination of both. It may also mean a blood alcohol level of .02 grams or greater per 100 ml of blood, or a finding of a positive test result for controlled substances.
4. Controlled Substances/Illegal drugs: All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law as well as prescription medications for which the Employee does not have a prescription.
5. Over-the-counter drugs: Those drugs generally available without a prescription from a medical doctor and are limited to those drugs that impair judgement or an Employee's ability to safely perform their duties.
6. Prescription drugs: Those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

B. PURPOSE

1. Use of alcohol and/or controlled substances are serious problems affecting the lives of millions of workers and have been linked to accidents and deaths in the workplace, decrease worker productivity, increased health care costs and increase in Employee absences.
2. Kitsap 911's highest duty is to the public and the emergency response personnel of Kitsap County. The Employer, the Guild, and the

Employees it represents recognize that the use of controlled substances and alcohol which adversely affect job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow Employees, and to the efficient operations of Kitsap 911.

3. The purpose of this policy is to promote safety by ensuring Employees are sufficiently fit to perform essential job functions and by detecting and deterring conduct that may jeopardize the individual health, safety, and well-being of Employees, responders, and the public. Equally important, however, is the assurance to Employees that personal dignity and privacy will be respected and that harassment, discrimination, and defamation will not be tolerated.

C. POLICY

1. Employees will not report for or be on duty while under the influence of alcohol or controlled substances (including Prescription or Over-the-counter medications that impair judgement or an Employee's ability to safely perform their duties).
2. Employees will not consume alcohol while on duty or prior to work such that the consumption has an adverse effect on the Employee's ability to perform their job.
3. Employees will not purchase alcohol while on duty except where any purchase is made during a break period when the Employee is relieved from duty. Any alcohol purchased during a break period or before starting a shift will not be store in any Kitsap 911 facility.
4. While engaged in the work of the Employer or while on the Employer premises, Employees will not engage in the unlawful use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or controlled substances and their paraphernalia in any amount or any manner, including prescription medications for which the Employee does not have a prescription. The Employer reserves the right to discipline Employees for off duty conduct that violates this policy.
5. Employees taking medication will consult with their medical provider to determine whether the medication is likely to impair their ability to perform their duties. Employees will not report to work in those cases where they cannot safely perform their job duties.
6. The Employer encourages Employees with drug or alcohol problems to seek assistance with those problems. Any Employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and will not be disciplined for doing so. Discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. Provided that, nothing in this section will preclude the Employer from taking

disciplinary action for an Employee who has arrived for work impaired or engaged in other misconduct.

7. The Employer will comply with the Americans with Disabilities Act, Washington Law Against Discrimination and other applicable statues.
8. When the Employer has a reasonable suspicion that an Employee is under the influence of alcohol or controlled substances, or has recently used illegal drugs, the Employee in question will be asked to submit to confirmation testing including beath tests, urinalysis and/or blood screen to identify involvement with alcohol or a controlled substance. Any Employee impaired by alcohol or controlled substances while on duty, or who tests positive for illegal drugs is subject to disciplinary action, up to and including termination. No Employee will be asked to submit to, or be subjected to, any random drug or alcohol testing unless it is part of a last chance or return to work agreement, as agreed to by the Employer, the Employee, and the Guild.
9. Refusal to submit to reasonable suspicion testing, failure to provide a sample during testing, failure to follow the directions of the collection facility, failure to sign paperwork required by the collection facility, or attempts to tamper with the sample, will be treated as a positive test result.
10. Employees involved in a motor vehicle collision while on duty (when operating either a personally owned or Employer provided vehicle), must notify a supervisor or manager immediately or as soon as they are medically able.
11. Any Employee involved in an accident while on duty may be required to submit to drug or alcohol testing. Such testing shall occur as soon as possible. Employees subject tot post-accident testing must remain available for such testing and may not take any action to interfere with testing or the results of testing. Refusal to comply with post-accident testing protocol will be treated as a positive test result. Testing is mandatory when the accident results in a serious injury, fatality, or significant property damage. If testing is refused and there is reason to believe the Employee has violated this policy concerning the use of drugs and/or alcohol, an Employee may not return to work until at least twenty-four (24) hours have elapsed following the accident Any regularly scheduled work during that 24-hour period will be considered paid administrative leave.
12. An Employee will be considered to have refused testing if he/she:
    a. Fails to appear for any test within a reasonable tie, as determined by the Employer, after being directed to do so by the Employer; or
    b. Provides false information in connection with a test; or
    c. Attempts to falsity test results through tampering, contamination, adulteration, or substitution;

d. Is unable or fails to provide a specimen or breath sample without a valid medical explanation; or
e. Fails to remain readily available for post-accident testing; or
f. Fails to remain at the testing site until the testing process is complete; or
g. Fails to cooperate with any part of an observed or monitored collection or any part of the testing process.

13. An Employee who is arrested for any drug or alcohol-related offence must notify the Employer within 24 hours.

    The Employer is committed to respect the privacy and reasonable concerns of Employees who are required to be tested for alcohol and controlled substances as well as those who have notified the Employer of medication use (See POL-205), and those who seek assistance with drug or alcohol problems. The Employer takes extensive measures to ensure that all records, documents, and related materials concerning who has been tested, why they were tested, and the results of those tests are held in strictest confidence, and that all meetings and conversations relating to alcohol and controlled substances testing are treated as confidential. All such records are marked confidential, securely stored, and only released on a need to-know basis or as required by law. Any Employee who breaches confidentiality is subject to discipline up to and including termination.

D. TESTING PROCEDURE

1. When reasonable suspicion exists, an Employee will be relieved of duty and interviewed and observed in a private area. When possible the supervisor will confer with the duty manager after relieving an Employee of duty and prior to conducting the interview.
2. When requested, the Employee will be allowed a reasonable period of time to consult with a Guild Representative.
3. The Employee will be given an opportunity to explain the reasons for their condition.
4. The Employer may request breath, urine, hair, and/or blood samples.
5. An Employee who is suspected of impairment will not be allowed to drive. If offsite test is indicated a supervisor or manager will escort the Employee to the collection facility. The supervisor will either remain in the waiting area or direct the Employee to call the supervisor and wait for a ride when they are finished. If the Employee attempts to drive, law enforcement will be notified, and the Employee will be subject to discipline up to and including termination.
6. The supervisor or manager will not observe the testing process. The Employee may request a Guild official or other readily available

observer to accompany them to the testing facility. All Employees, regardless of role, will comply with the testing facility's policies, directions, and collection procedures.

7. Offsite breath testing will be undertaken only utilizing a BAC device (or its future equivalent) complying with all standard protocols and requirements applicable to such devices for criminal investigations and/or OSHA CDL testing requirements.
8. Urine and blood testing will be conducted by a medical professional at the Doctor's Clinic Urgent Care Facility or St. Michael Medical Center in Silverdale. After hours testing will be conducted by Kitsap Mobile Testing. Should the Employer desire to contract with a medical facility other than those listed above, the Employer will confer with the Guild prior to executing a contract.
9. Urine and blood samples will be processed as split samples.
10. All testing will be conducted in conformance with U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) standards, methods, and techniques.
11. Positive test thresholds will be defined by current SAMHSA standards, which may be modified from time to time by the U.S. Department of Health and Human Services.
12. The costs associated with reasonable cause alcohol and controlled substance testing will be paid by the Employer. At the Employee's option and expense, the split specimen may be sent to a SAMHSA certified lab of their choosing. The employee must request this within 72-hours of being notified of a positive result.
13. The Employee will be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. The Employee must provide the Employer with written instructions if they want the results and/or documentation to be provided to the Guild. If they Employee and/or Guild choose to present their own results to the Employer, the Employer shall take into consideration those results in any final decision concerning possible discipline or termination.
14. The Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO will have the responsibility to determine when an individual has failed a drug test. The MRO must retain all records in accordance with their own policies and procedures.
15. If the results of the alcohol and controlled substance test are positive, and support a conclusion that the Employee violated this policy, the employee may be subject to discipline including immediate termination.

Board of Directors Discussion Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #9

Agenda Item:	**Discussion of Hexagon Contract Documents for CAD Replacement**
Submitted By:	Brandon Wecker
Title:	Deputy Director
Attachments:	
Budgetary Impact (If Applicable)	
Budgeted Amount:	$3,500,000
Expenditure Required:	$3,500,000
Budget Category:	Capital Projects – CAD Upgrade
Reviewed By:	Maria Jameson-Owens, Jamie Donley, Barrie Hillman
Reviewed Date:	October 28, 2025

Summary Statement:

Kitsap 911 is preparing to implement a $3.5 million upgrade to our Computer-Aided Dispatch (CAD) system—an essential technology platform at the heart of public safety operations. The CAD system is used to process every 911 call, prioritize incidents, and dispatch the appropriate law enforcement, fire, or EMS resources. It enables dispatchers to track units in real time, relay critical information to field personnel, and record time-sensitive details throughout the life of an incident. CAD is also integrated with GIS mapping, radio communications, and law enforcement databases, including the Criminal Justice Information Services (CJIS) network, which is used to run people, vehicles, and items for wants, warrants, stolen property, and other law enforcement queries.

After a comprehensive Request for Proposals process, Hexagon was identified as the highest scoring bidder and the Board of Directors approved entering in to contract negations at the July 1, 2025 Board meeting. With the help of National Public Safety Group, Kitsap 911 and Hexagon developed a draft Master Service Agreement and Pricing Summary. Both documents have been included for board review and the primary benefits to Kitsap 911 for each document are outlined below.

Master Service Agreement

This contract outlines the terms and conditions governing future transactions and interactions between Kitsap 911 and Hexagon. Prior to this process this document had not been updated since 2016. Kitsap 911 has made substantial changes to the way we use Hexagon's technology and services in this time. The changes to this document reflect the increased need for support services and improvements in the procurement process of software, services, and interfaces. Renegotiating this document has provided the following primary benefits to Kitsap 911:

- Updated language to provide additional support from Hexagon during software installation.
- Updated language to provide additional support from Hexagon during software Configuration.
- Updated language to provide additional support from Hexagon during troubleshooting and issue resolution.
- Increased operational warranty period of provided software and services covered under the agreement from 30 to 90 days.

Pricing Summary

This pricing summary represents the best and final offer Hexagon is willing to provide as part of the competitive bid process. This offer provides the following benefits to Kitsap 911:

- Cost reduction of overall proposal from Hexagon from $2,449,974 down to and adjusted total of $1,613,471. This total does not include the rest of the hardware and software components required for a CAD upgrade which will bring us to the $3,500,000 project total with the considerations below:
    - This includes an overall 10% contract wide discount.
    - This also includes a number of removed services and hardware that Kitsap 911 will be responsible for procuring.
        - Kitsap 911 believes it can procure these items below the cost provided by the vendor.
    - This does not include Annual Maintenance which Kitsap 911 will be responsible for but does commit Hexagon to 5 years of maintenance pricing and will not start until the CAD project is complete.
    - This does not include $260,956 of additional options which Kitsap 911 may exercise.
- Site wide concurrent licensing for dispatch consoles. This allows Kitsap 911 to expand to additional dispatch console positions without incurring additional licensing costs.
- Training changed to a Train the Trainer model which reduces cost and staff time requirements.

Recommendation:
Discuss the Master Service Agreement and Cost Proposal with final contract approval occurring at the December 2025 BOD meeting.

DRAFT

PRIMARY CONTRACTING DOCUMENT

This Primary Contracting Document together with the Master Terms referenced below constitutes a Master Agreement by and between the **KITSAP COUNTY, Washington** ("Customer") and **INTERGRAPH CORPORATION through its HEXAGON SAFETY, INFRASTRUCTURE, & GEOSPATIAL division ("Hexagon")** and is binding upon the Parties on the Effective date.

1. Those Master Agreement Terms and Conditions ("Master Terms") attached hereto are incorporated into this Primary Contracting Document as if fully set forth herein.

2. All capitalized terms in the Primary Contracting Document shall have the same meaning as provided in the Mater Terms except as may be otherwise defined herein.

3. Any notice given pursuant to Section 13 of the Master Terms shall be directed to each Party at the following address, which reflects Customer's location, in accordance with the Master Terms.

CUSTOMER:	**HEXAGON:**
Kitsap 911	Attn: Safety, Infrastructure, & Geospatial Legal Department
911 Carver St	305 Intergraph Way
Bremerton, WA 98312	Madison, Alabama 35758
Brandon Wecker	Daniel Roach
bwecker@kitsap911.org	(256) 730-3171
	daniel.roach@hexagon.com

4. In consideration of the mutual obligations assumed under this Primary Contracting Document, Customer and Hexagon agree to the terms and conditions set forth herein and represent that this Primary Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this Primary Contracting Document. This Primary Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Primary Contracting Document signed by each Party for all purposes.

AGREED TO BY:

KITSAP COUNTY		**INTERGRAPH CORPORATION**	
By:	______________	By:	______________
Name:	______________	Name:	______________
Title:	______________	Title:	______________
Date:	______________	Date:	______________

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Hexagon (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary Documentation; software maintenance services; Equipment/Content; DevTools; Cloud Programs; and professional services; and other items, which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any items or services (including the Services), Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order. To the extent the Master Agreement purports to impose obligations, restrictions, or limitations upon Customer's Affiliates or Users, Customer shall be responsible to Hexagon for Customer's Affiliates' and Users' compliance with such terms and shall procure Customer's Affiliates and Users compliance.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below;
- Exhibit A – End User License Agreement;
- Exhibit B – Maintenance Terms and Conditions for Software;
- Exhibit C – Sample Project Deliverable Sign-Off Form;
- Exhibit D – Cloud Program Conditions;
- Exhibit E – Subscription License Terms;
- Exhibit F – COTS Training Program Terms; and
- Exhibit G – Common Terms Glossary.
- Exhibit H – Use Terms; and
- Exhibit I Data Processing Addendum.

GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary). Words used herein in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2 Elements of an Order.

2.1 Order Composition. Each Order will be comprised of Order Documents, including any applicable Schedule(s). An Order is formed only once both Parties accept the Order Documents, which the Customer shall do by executing the Order Documents and/or issuing a PO in connection with the Order Documents. Orders shall be effective as of the date both Parties accept the Order Documents except where the Order is for a term-based offering (e.g., Subscription License), in which case the Order shall commence as of the date specified in the Order Documents, if provided.

2.2 Schedules. Any Schedules applicable to Products or items purchased in an Order are incorporated in the Order Documents.

2.3 Pricing. Order Documents shall describe basic pricing and include other details relevant to the offerings included in the Order.

2.4 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until set forth in a mutually executed writing.

2.5 Acceptance of an Order. Acceptance will occur based upon the following:

2.5.1 For Fixed Price Project Assignments, not governed by Exhibit F, acceptance shall occur when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

2.5.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed. .

2.5.3 For a Cloud Program, acceptance occurs when the License Keys are provided to Customer.

2.5.4 For all Orders not described more specifically above, acceptance occurs once the ordered item has been delivered or access to the ordered item has been provided and the parties mutually assent with acceptance standard agreed to by both parties expressly set forth in the Order Documents.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Primary Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable Schedules and documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third-Party Software, Third Party Terms will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

(1) Any amendments to the Master Agreement;
(2) The Primary Contracting Document;
(3) Applicable Schedules;
(4) These Master Terms (excluding Exhibits);
(5) Exhibits to these Master Terms; and
(6) Order Documents, if any, in addition to items specifically identified in this Section 3.2 above.

For only Third-Party Software subject to Third Party Terms, the Third-Party Terms shall have precedence in the event of a conflict between the Third-Party Terms and any other terms of the Master Agreement.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the contents of the Order.

4.1.1 For Fixed Price Project Assignments Hexagon may invoice Customer upon completion of a payment milestone identified in the Order Documents, or when applicable, in accordance with Exhibit F; provided however, if this type of Order also includes Subscription Licenses or Cloud Program(s), the fees for such shall be due in accordance with Exhibits E and D, respectively.

4.1.2 For Product(s) or items not included within an Order for a Fixed Price Project Assignment or otherwise more specifically addressed in this Section 4, Hexagon may invoice Customer for the full amount set forth in the Quote in addition to any applicable freight/shipping charges upon delivery of or access having been provided to any of the Product(s) or items identified in the Order Documents.

4.1.3 Time and Materials Project Assignments shall be billed and invoiced monthly as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Maintenance Services not included within an Order for a Fixed Price Project Assignment or Product Order shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program(s) (even if included within a Fixed Price Project Assignment) shall be billed and invoiced in accordance with Exhibit D.

4.2 Payment. Customer shall make payment for any invoices issued by Hexagon within thirty (30) calendar days of the date the invoice was issued.

4.3 Late Payment. If Customer does not make timely payment within thirty days after the invoice was issued,. An interest charge of one percent (1%) per Month (or the maximum allowed by law, whichever is less), compounded monthly, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence. As it pertains to Equipment, Hexagon shall retain a security interest in the Equipment. If Customer is late or otherwise in default of its payment obligations for Equipment, then Hexagon may, in addition to any other remedies available, exercise remedies of a secured party regarding the Equipment.

4.4 Taxes. The purchase price is exclusive of all federal, state, and/or local taxes. Any taxes applied to this sale by a federal, state, and/or local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the

Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with thirty (30) days written notice. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed, provided such work was performed in accordance with the standard of care for a reasonably prudent computer software service provider and Product(s) or items delivered and provided, plus the cost of any labor and/or Product(s) or items ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Product(s) or items. Hexagon is entitled to retain all amounts paid under any Order prior to termination. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event the other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party materially breaches an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party materially breaches the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement.

5.3.3 If the Master Agreement or any one or more Orders is terminated pursuant to paragraphs 5.3.1 or 5.3.2, Hexagon will stop all Work with respect to impacted Orders as soon as practicable and shall be entitled to payment for all Work performed satisfactorily as well as Product(s) provided on all impacted Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.4 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and/or Product(s) delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. Hexagon is entitled to retain all amounts paid under any Order prior to its termination If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving 30 days written notice to Customer.

5.3.5 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 Ownership.

6.1 Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Software (including Software embedded within Equipment) provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement), except as it is inconsistent with the terms set forth herein. Third Party Software, including any Software developed by a third party embedded within Equipment, is licensed to Customer pursuant to Third Party Terms or as otherwise specified in the applicable E/C Schedule.

6.2 As it pertains to any Equipment, and only Equipment, provided to Customer under an Order, the Customer shall receive title to and ownership of the Equipment identified in the Order Documents, excluding any IPR pertaining to the Equipment and Software provided with the Equipment, FOB place of origin and subject to Customer's payment of all amounts owed for the Equipment.

6.3 Customer shall own Customer Data. Customer grants Customer Data Rights to Hexagon, to, among other things, facilitate Hexagon's performance of its obligations.

7 Warranties.

7.1 Software. The Software Products licensed under Exhibit A are warranted to meet Minimal Operations Levels for a period of thirty (30) days from the initial installation; provided that Software Products covered by a Maintenance Contract between Customer and Hexagon shall instead be warranted and supported as stated in the Maintenance Contract.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable Order Documents, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Equipment Warranty Coverage. If Equipment supplied by Hexagon is provided with a warranty or other Equipment support, then the extent of the Equipment support is provided within the corresponding E/C Schedule or other Order Documents.

7.4 Third-party Warranty Coverage. To the extent no warranty or Equipment support is described in the applicable E/C Schedule or other Order Documents, third-party products supplied by Hexagon, are provided with a pass-through-warranty from the original manufacturer, if any.

7.5 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable(s). Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they may be made generally available for licensing by Hexagon.

7.6 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. ALL WARRANTIES PROVIDED PURSUANT TO THIS MASTER AGREEMENT ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY OR INDIRECTLY FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice within five (5) business days to Hexagon of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer’s consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Master Agreement.

9.6

10 Insurance.

10.1 Policies and Coverage Amounts. Hexagon agrees to procure and maintain in force during the term of the Master Agreement, at its own cost, the following policies and amounts of coverage:

10.1.1 Workers' Compensation Insurance as required state statute or regulation.

10.1.2 Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, and personal injury.

10.1.3 Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one occurrence, with respect to each of Hexagon's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under the Master Agreement.

10.1.4 Umbrella/Excess Coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) per occurrence.

10.1.5 Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of four million dollars ($2,000,000) policy aggregate.

10.2 Certificate of Insurance. If required or requested: a Certificate of Insurance shall be completed by Hexagon’s insurance agent(s) as evidence that policies providing the required coverage amounts, conditions, and minimum limits are in full force; and, the completed Certificate of Insurance shall be sent to the contact person identified in the Primary Contracting Document.

10.3 Insurance Deductible. Hexagon shall be solely responsible for any deductible losses under the policies required above.

11 Security and Breach Notification.

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the Designated Portal. The report shall be provided within twenty-four (24) Business Hours following Hexagon’s discovery, confirmation, and investigation of a Security Incident.

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute, except for disputes for non-payment, that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, the Disputing Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute, except for Disputes for non-payment. If such Dispute is not promptly resolved by the employees responsible for the subject matter of the Dispute, the Disputing Party shall be permitted to deliver to the non-disputing Party's contact person identified in the Primary Contracting Document a written notice of the Dispute, whereupon the Parties shall endeavor in good faith to escalate the Dispute to appropriate executives for each Party for resolution within fifteen (15) Business Days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a Dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the Dispute. Within sixty (60) calendar days, of the issuance of the Dispute notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the Dispute. If, after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing Party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) Business Days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the Dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the Dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) Business Days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for Disputes for non-payment, only after the Parties have endeavored to resolve the Dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Primary Contracting Document, or such substitutes as may hereafter be disclosed by proper notification. Parties shall also provide Notices, where information is available, by email to the person or persons identified by the parties on the same day as notice is placed in United States mail.

14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, natural disaster, fire, lightning, acts of or restriction imposed by civil or military authority, pandemics, epidemics, cyber-attack, labor disruption, civil disturbance, expropriation, embargo, lawful export restriction, or any other cause beyond its reasonable control. This section does not relieve or suspend a Party's obligation to pay money to the other Party under the terms of the Master Agreement.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate workspace and workplace accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access for Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a login and password) to all servers and workstations requiring installation/configuration by Hexagon.

16 Amendments.

Any and all amendments to the Master Agreement shall be in writing specifically reference the fact the amendment is intended to alter these Master Terms and executed by authorized representatives of both Parties. No Order or Change Order shall affect these Master Terms, unless expressly stated in such document.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first notifies the Disclosing Party of the request for disclosure. The disclosing party shall have 15 days to seek an injunction preventing the disclosure of the confidential information. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

In the event Customer receives a request for records under the Washington Public Records Act (Chapter 42.56 RCW) that includes information provided by Hexagon, Customer shall provide Hexagon with written notice of the request. Such notice shall include a description of the requested records and the date Customer intends to release the records, if applicable. Upon receiving notice, Hexagon shall have 10 business days to review the request and submit a written objection to the disclosure of all or part of the records. Hexagon's objection must identify the specific records or portions thereof that it believes are exempt from disclosure and provide the legal basis for each claimed exemption under the PRA or other applicable law. Customer will evaluate the Hexagon's objection(s) and determine whether the records, or portions thereof, are exempt from disclosure. If the Customer determines that the records must be disclosed despite the Vendor's objection, the County will provide the Vendor with written notice of its decision, including the date on which the records will be released, which shall be no sooner than 5 business days after the date of the notice. If the Customer determines that disclosure is required despite the Hexagon's objections, the Hexagon shall have the opportunity to seek a court order to enjoin the release of the records. The Customer will not disclose the records until the expiration of the notice period provided herein or, if the Vendor timely seeks an injunction, until the court resolves the matter. Hexagon acknowledges that it is solely responsible for taking timely legal action to prevent the disclosure of records under the PRA. Customer shall not be liable to the Vendor for any records disclosed in compliance with the PRA or a court order. Nothing in this Agreement shall be construed to waive or limit the Customer's obligations under the PRA or to require the County to withhold records that it determines are subject to disclosure under the law.

18 Personal Data.

18.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as included as Exhibit I, shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer Data input to or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Product(s), Maintenance Services, and/or Cloud Program (or part thereof).

18.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as Exhibit I included , shall apply.

19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

20 Cooperative Purchasing.

If Customer is a government entity, another government entity (referred to in this paragraph as a cooperative purchaser) may, with prior written consent of Hexagon, use the Master Agreement, excluding Orders to which it is not a party, as a contract vehicle for its purchases from Hexagon; provided that in such event the term "Customer" shall refer solely to the relevant cooperative purchaser with respect to its transaction and shall not refer to the cooperative purchaser with respect to transactions not for its direct benefit. Product(s) and services will be priced and scoped upon request of the cooperative purchaser and dependent upon the scope of the intended project. To the extent this clause is exercised by any cooperative purchaser with Hexagon's consent, Hexagon shall deal directly with the cooperative purchaser regarding the scope and pricing of the project. Cooperative purchasers shall make their own legal determination as to whether the collective purchasing permitted by this clause is consistent with laws, regulations, and other policies applicable to the cooperative purchaser; and, Customer shall have no liability with respect to obligations of any cooperative purchaser utilizing the terms of this section 20 to place Orders under the Master Agreement.

21 Export.

Equipment/Content, and Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Equipment/Content and/or Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, any area of Ukraine identified by the United States, European Union, or other applicable governments as subject to restriction. or any national of these countries or territories.
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (https://www.trade.gov/consolidated-screening-list);
- To any entity if Customer knows, or has reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses; and/or

- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customers agree to comply with all applicable export control laws and regulations. User shall not request information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country that is not sanctioned by the United States, including but not limited to the Arab League boycott of Israel. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at exportcompliance@intergraph.com. If the Software Customer received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of the Software from the United States must be covered by a license issued by the Directorate of Defense Trade Controls ("DDTC") of the U.S. Department of State or by an ITAR license exemption. The Software may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of the EULA included herein, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software.

22 Non-Solicitation of Employees.

Customer agrees it will not, without the prior written consent of Hexagon, solicit any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the Term and for a period of twelve (12) Months after the Master Agreement expires or is terminated.

23 Miscellaneous.

23.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement. Any individual purporting to execute or accept a Quote, Primary Contracting Document, or any Order Documents governed by the Master Terms on behalf of a Party represents and warrants to the other Party that such individual has the authority to bind, and does bind, the Party on whose behalf such individual purports to execute or accept such instrument(s). By issuance of a Quote to Customer without the word "DRAFT" or similar markings thereon, Hexagon represents it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order intended to result from the Quote. By executing the Quote and returning it to Hexagon or otherwise entering into an Order, Customer represents and certifies to Hexagon it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order associated therewith.

23.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership," "Limitation of Liability," "Dispute Resolution," "Confidential Information," "Export," and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, Exhibit E, and/or Exhibit F), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, remain in full force and effect.

23.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

23.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

23.5 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

23.6 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Washington. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in an appropriate court having personal jurisdiction over Customer. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

23.7 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

Les parties confirment que l'accord-cadre et toute la documentation connexe sont et seront en anglais. (Translation: "The Parties confirm that the Master Agreement and all related documentation is and will be in the English language.")

23.8 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

23.9 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than six (6 years after the event giving rise to the cause of action has occurred.

23.10 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: such party is familiar with the FCPA and its purposes and agrees to comply with the acts; specifically, such party is aware of and will comply with the FCPA's prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; and the method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Party has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

24 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Primary Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer's PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement and shall not be deemed to constitute a change to the Master Agreement.

EXHIBIT A

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This EULA is a legal agreement by and between User and Hexagon. Software is also subject to Use Terms. Any software, including, without limitation, any third party components and/or Updates, associated with a separate end-user license agreement is licensed to User under the terms of that license agreement. Use Terms applicable to an Update shall apply to the Update. All use of the Software is subject to applicable Order Documents.

1 **LICENSE GRANT**. Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software licenses purchased by User to: (i) install and use the Software, in object code form only; (ii) use, read, and modify Documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software to achieve User's intended results, and for the installation, use and results obtained from the Software.

2 **UPDATES**. If the Software is an Update to a previous version of the Software, User must possess a valid license to such previous version to use the Update. Neither the Software nor any previous version may be used by or transferred to a third party. All Updates are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Update. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software will end upon implementation of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software may not work correctly or that User will not be able to take advantage of all the Software's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update. For Third Party Software, please read carefully the applicable Third Party Terms regarding concurrent use of an Update and the prior version of Software during transition to the Update as the Third Party Terms may differ from terms applicable to Hexagon Software Products.

3 **RIGHTS AND LIMITATIONS.**

3.1 **The Following are Permitted for User's License:**

User may make one copy of Software media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software and license as provided for in Section 3.2.1 below. Any other copying of the Software, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

3.2 **The Following are Prohibited for User's License:**

3.2.1 Subject to applicable law and any specific contractual provisions to the contrary, User shall not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 The Software is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software; (ii) work around any technical limitations in the Software; (iii) publish the Software for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism in the Software or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software; (viii) use or view the Software for any purposes competitive with those of Hexagon; (ix) use the Software except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software outside the country in which it is licensed.

3.3 **Fault Tolerance.**

The Software is not one hundred percent (100%) fault tolerant. Unless the Software's Documentation expressly provides the contrary, the Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software in, or in conjunction with, any High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. User hereby agrees not to use the Software in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software for purposes for which it is regularly marketed and sold (e.g., public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

3.4 **Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software a licensing mechanism to allow such Software to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software only up to the number of licenses it has purchased. Any usage of Software beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software in like manner as provided in Section 6.2 below (Audit).

4 USER OBLIGATIONS.

4.1 The Software may require User's System to comply with specific minimum software, hardware, and/or Internet connection requirements. The specific minimum software, hardware, and/or Internet connection requirements vary by Software and type of license and are available from Hexagon upon request.

4.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software.

4.3 At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software, including, without limitation, when installed, used, checked out, checked in, and/or merged into another program.

4.4 User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

5 TERM.

5.1 For a Perpetual License, this EULA is effective until terminated (i) by User, by returning to Hexagon the original Software or by permanently destroying the Software, together with all copies, modifications, and merged portions in any form; (ii) by Hexagon, upon User's breach of any of the terms hereof or User's failure to pay the appropriate license fee(s); or (iii) upon User's installation of an Update that is accompanied by a new license agreement covering the Software Update. User agrees upon the termination of this EULA to cease using and to permanently destroy the Software (and any copies, modifications and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's breach of any of the terms hereof; User's failure to pay the appropriate Subscription License fee(s); or, the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

6 AUDIT.

6.1 Hexagon shall have the right to:

6.1.1 Audit User's use of the Software and User's compliance with the provisions of this EULA during User's normal Business Hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

6.1.2 Obtain certain documentation from User, as follows. If the Software includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

6.2 In the event the results of the audit in Section 6.1.1 or the documentation provided by User in Section 6.1.2 indicate User has used unlicensed Software or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software used by User; (ii) interest of one percent (1) per month or the highest rate allowed by applicable law for each month, commencing with the initial month of unlicensed usage of the Software); and (iii) the costs for the audit in Section 6.1.1.

END OF EXHIBIT A

EXHIBIT B

MAINTENANCE TERMS AND CONDITIONS FOR SOFTWARE

These terms and conditions ("Maintenance Terms") govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

1. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

2. TERM.

2.1. Term. The Maintenance Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.

2.2. Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.

2.3. Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS.

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

3.1. Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the support help desk (telephone or eService via the Designated Portal; and access to any available Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted online or can be determined by contacting Customer's local Hexagon office.

3.2. Standard Support. Standard Support will include and be limited to the following:

3.2.1. All features of Advantage Support.

3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Maintenance Services have been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Designated Portal site, where available, or via direct notification by Hexagon. Updates are shipped to Customer upon Customer's request logged in the Designated Portal site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Products for which Customer has purchased an entitlement to Updates.

3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level One and Level Two Defects, phone support is also available after-hours and on Hexagon-observed holidays.

3.4. Product Change Requests will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate Order between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update, including the change or modification is and shall remain the property of Hexagon.

4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS.

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.

4.2. Hexagon Access and Customer Cooperation. Customer's system and/or System Equipment must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer's system via Secure Access Tool. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon's support help desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of five contact people who are each authorized to make use of the Maintenance Services ("Authorized Contacts"). Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact. Customer must ensure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon's efficient response. Authorized Contacts must have successfully completed Hexagon product training, or complete it at the next available scheduled opportunity, for those products for which formal training is available.

Customer will bear the cost of this training. Customer will enter and/or log requests for assistance in such systems, and utilize such forms, as Hexagon may designate from time to time.

5. EXCLUDED SOFTWARE SERVICES.

In response to a service request, Hexagon will provide diagnostic support to evaluate the nature of the issue being reported by Customer. Such diagnostic services are included within the scope of Maintenance Services. However, if after diagnostic investigation, the issue requires services listed below, which are excluded from the scope Maintenance Services and these Maintenance Terms (collectively "Excluded Services"), then Hexagon, at its sole discretion, may elect to provide Excluded Services or advise the Customer the request is an Excluded Service and not available under this Maintenance Contract and may be available under a separate Order at an additional charge. The Customer may escalate to Hexagon's Vice President of Customer Success for North America Public Safety when Hexagon declines to provide an Excluded Service. Installation of any Covered Product, Update, or interface software.

5.1. Network configuration;
5.2. Configuration or customization of Covered Products to Customer or other third-party requirements (except as necessary to remedy a Defect).
5.3. System-level tuning and optimization and system administration support.
5.4. Training.
5.5. Services required because the Authorized Contact is not available or is not trained.
5.6. On-site services (unless waived by Hexagon, in its sole discretion).
5.7. Services required due to modifications of Covered Products by Customer.
5.8. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the Documentation provided with the Covered Products.
5.9. Services required due to failure of software or hardware that is not a Covered Product.
5.10. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software.
5.11. Services required due to software or portions thereof that were (i) incorrectly installed or configured (other than by Hexagon), (ii) used in an environment inconsistent with the support environment specified by Hexagon, and/or (iii) used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications.
5.12. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault.
5.13. Services required due to Customer's failure to fulfill the Customer Obligations; and/or
Services required due to faulty or incomplete Customer data provided that Hexagon will provide diagnostic support to evaluate the nature of the issue being reported by Customer.

6. COVERED THIRD PARTY PRODUCTS.

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third-Party Software not listed in the Order Documents as Covered Products must be obtained from the third-party owner of the products or their designated representative.

7. REQUIRED COVERAGE.

7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Maintenance Contract.

7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Maintenance Contract.

8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS.

8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Maintenance Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of Production use thereof, Hexagon may permit Customer to add them as Covered Products, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.

8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least sixty (60) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Maintenance Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary, provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice. Customer may not remove from the Maintenance Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its System(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

9. PAYMENT.

9.1. Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Software Products added during a Coverage Period shall be prorated to the remaining Months of the Coverage Period, in whole Month increments only, and such charges shall be due and payable in full upon receipt of invoice. Covered Third Party Products added during a Coverage Period are subject to Section 6 of these Maintenance Terms.

9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS HAS NOT BEEN PAID WITHIN 60 DAYS FROM THE DATE.. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Maintenance Contract, (ii) under any other agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.

9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice.

10. CUSTOMER ACKNOWLEDGEMENTS.

During the Coverage Period, Customer commits to the following:

10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control.

10.2. Customer acknowledges and confirms that for all Covered Products supported under the Maintenance Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.

11. ADDITIONAL TERMS.

11.1. Pass-Through Third-Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third-Party Software manufacturer and only to the extent warranted by the applicable Third-Party Software manufacturer.

11.2. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Maintenance Contract does not substantially comply with the limited warranties set forth in the Maintenance Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Maintenance Contract.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in the Maintenance Contract, but in no other respects and for no other purpose.

11.3. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Maintenance Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.

11.4. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third-party provider.

END OF EXHIBIT B

<u>EXHIBIT C</u>

PROJECT DELIVERABLE SIGN-OFF FORM

CUSTOMER NAME, CUSTOMER CITY – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training
☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION $AMOUNT OF
PYMT
THIS SECTION DESCRIBES THE DELIVERABLE (If applicable)

With the deliverable described above complete, the Customer shall have ten (10) Business Days after receipt of a written request from Hexagon, to either sign-off that the Task Acceptance Criteria has been satisfied or state in writing to Hexago the reason the Task Acceptance Criteria has not been satisfied.

Sign-off of the Task shall be based solely upon satisfaction of the Task Acceptance Criteria stated in the Contract betwe Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Proj Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) Business Days af delivery then the Task will be deemed to have been accepted.

The signature below acknowledges that Task Acceptance Criteria described in the Statement of Work and listed above ha been satisfied and the Task is accepted.

Authorized Customer Representative
Customer Contact Name

______________________________ ______________________________
SIGNATURE **DATE**

END OF EXHIBIT C

EXHIBIT D

CLOUD PROGRAM CONDITIONS

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Order. Any additional terms in any Cloud Services Schedule(s) also apply.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF CLOUD PROGRAM.

2.1 From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party) and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3. CLOUD SERVICES AUTHORIZATION.

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions.

4. TERM, TERMINATION AND SUSPENSION.

4.1 The Cloud Program Order commences on the Effective Date of the Order and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Order and/or have Customer Data Offboarded. Hexagon must provide invoice to Customer to ensure Customer is given notice of expiration and costs associated with service.

4.2 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of an overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third-Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. Suspension of the Cloud Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension less any Service Credits.

4.3 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in writing by Hexagon, in the event Hexagon terminates a Cloud Program Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

5. **AVAILABILITY.** Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; unavailability arising from Customer exceeding Customer purchased Cloud Application capacity; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "**Exception(s)**").

6. **CRITICAL SERVICE LEVELS.** The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\textit{Hours of Cloud Program Availability for a given Month}}{\textit{Hours of Cloud Program Availability + downtime hours for such Month which are not related to an Exception}} \times 100$$

7. **SERVICE CREDITS.**

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below the purchased Service Level (a "**Service Incident**"), a "Return to Green Plan" shall be initiated for the Customer's Production Environment. Hexagon shall have: (i) the remainder of the Month in which the Customer notified Hexagon of the Service Incident by way of a Cloud Service Request, which notified Hexagon of the problem which resulted in the Service Operational Time falling below the applicable Service Level, *plus* (ii) one (1) additional Month (collectively, the "**Go Green Period**"), to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the applicable Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the applicable Cloud Services Schedule (“Green”); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited. Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits. Notwithstanding anything herein to the contrary, in no event shall Service Credits for any given year during the Cloud Term exceed twenty percent (20%) of the amount of Cloud Program Fees payable by Customer to Hexagon pursuant to the Quote for the annual period in which the Service Credit accrued.

7.5 The Customer’s exclusive remedy for not meeting the Critical Service Level specified in the applicable Cloud Services Schedule shall be the Service Credits as set forth in this Section.

8. CLOUD SERVICES SUPPORT.

8.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud Service Requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the Designated Portal or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the Designated Portal . The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the Error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request as long as it notifies the Customer prior to such re-classification. To the extent the Customer disagrees with the re-classification, then it may escalate the issue to the Vice President of Customer Success.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program, without notice if necessary, to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.

8.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via Secure Access Tool. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

8.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

8.8 Updates.

8.8.1 As part of Cloud Services Support, Customer is entitled to receive all Updates to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to Update Cloud Optional Services, which is not part of Cloud Services Support.

8.8.2 From time to time, Hexagon may notify Customer through the Designated Portal that Hexagon has developed an Update for the purchased Cloud Application(s) and intends to deploy said update, including any applicable Third-Party Software Products. On the date specified in the notification, Hexagon will deploy the Update to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the Update, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update to Customer Cloud Environment for Production.

8.8.3 In the event Customer provides written notice to Hexagon, within the Testing Period, of a Material Adverse Effect as a result of Customer's testing of the Update in accordance with Section 8.8.2 above, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, if Hexagon reasonably finds that no Material Adverse Effect exists, Hexagon may deploy the Update to the Customer Cloud Environment for Production.

8.8.4 As it relates to implementing Updates for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via Secure Access Tool to implement the Update in conjunction with the updating of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to update the Cloud Program.

9. CUSTOMER RESPONSIBILITIES.

9.1 Customer shall be responsible for all activities that occur in Authorized Cloud Users' and Users' accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:

9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;

9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;

9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and

9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

9.2 Customer shall reasonably cooperate with Hexagon as it pertains to Planned Maintenance.

10. CLOUD SERVICE PROGRAM FEES.

10.1 <u>Generally</u>. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees.

10.2 <u>Adjustment</u>. It is the Customer's responsibility to monitor its usage of License Key(s) and/or Cloud Application capacity it has purchased. Hexagon may periodically review the Customer's usage of the Cloud Program to determine whether Customer's usage is consistent with the quantity of License Key(s) and/or Cloud Application capacity purchased. If the usage shows the Customer has used more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the purchased quantity. If a Cloud Application is subject to capacity limitations (e.g. a limited number of transactions in a period), as expressly set forth in the applicable Cloud Services Schedule, the Cloud Application may be configured to cease or degrade some or all functions upon Customer reaching those capacity limitations and/or may be configured to permit additional usage for additional fees, all as and if described in the applicable Cloud Services Schedule(s).

11. TERMS OF PAYMENT.

The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key(s) is issued for any Cloud Environment, the annual Cloud Program Fee will be due and payable in full. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

12. ACCEPTABLE USE POLICY (AUP).

12.1 The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud_AUP-L.pdf. The Customer and any Authorized Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Primary Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third-Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third-Party Service Provider to Hexagon.

12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third-party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing service requests arising from the use of uncertified third-party software is not included within Cloud Services Support or the Cloud Program.

13. OWNERSHIP AND INTELLECTUAL PROPERTY.

13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third-Party Software. Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as expressly permitted by Hexagon (which permission may in some instances, subject to stated limitations, be contained in a Cloud Services Schedule with respect to a particular Cloud Application). Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they own IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other Intellectual Property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and Intellectual Property which shall remain the property of Hexagon or the respective third party that owns said format or Intellectual Property.

14 PERSONAL DATA.

14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

14.2 Unless Customer Specified Data Center(s) are included in the Cloud Services as identified in the Quote, Hexagon and its Third-Party Service Provider shall have sole discretion of the location of the Data Center(s).

15 SECURITY & BREACH NOTIFICATION.

15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.

15.2 Hexagon Response to Security Incident. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Designated Portal, or otherwise. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

15.3 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:

15.3.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure; and

15.3.2 Develop, implement, and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

16 WARRANTIES, DISCLAIMER AND INDEMNITIES.

16.1 During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Services Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.

16.2 Hexagon does not warrant the Cloud Application(s) and Third-Party Software accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 8 of the Cloud Program Conditions and Hexagon will respond as provided therein.

16.3 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer and its Affiliates any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).

16.4 Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under the Master Agreement) will meet the Customer's or any of its Affiliates' requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from the use of the Cloud Program.

16.5 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.

If Customer's Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. The Affiliate, in accessing the Cloud Program (or any part thereof), and Customer, in permitting the Affiliate's access, each represent to Hexagon they have entered into an agreement by which Affiliate is permitted to use the Cloud Program and is bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

<u>EXHIBIT E</u>
<u>SUBSCRIPTION TERMS AND CONDITIONS</u>

These Subscription Terms and Conditions ("Subscription Terms") govern the licensing and support for the Subscription.

1. **<u>DEFINITIONS</u>.** All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary).

2. **<u>SERVICES PROVIDED</u>.**

   2.1 <u>Access</u>. Subject to an Order and these Master Terms, including Exhibit A (End User License Agreement), Hexagon will make the Subscription Licenses available to Customer for Customer's use during the Subscription Term. Any renewal or extension of the Subscription Term shall be subject to such terms and product components as reflected in the applicable renewal or extension Quote issued by Hexagon (the "***Renewal Quote***"). Customer acknowledges and agrees that Customer shall compensate Hexagon for Customer's continued use of a Subscription after expiration or termination of a Subscription Term, at a rate equitably and proportionately calculated based upon the Renewal Quote and based upon the period of such extended use; *provided that* if no Renewal Quote is issued prior to expiration or termination of the Subscription Term, the initial Quote shall be substituted in the calculations set forth in this Section 2.1.

   2.1.1 As it pertains to Metered Licenses, the Customer's right to use the Metered Licenses shall end upon the earlier of: (i) expiration of the Subscription Term, or (ii) Customer's use of its allotment of units of service as set forth in the Quote.

   2.2 <u>Maintenance and Support</u>. During the applicable Subscription Term, Hexagon will provide maintenance services and support to the Customer for the Subscription Licenses in accordance with Exhibit B (Maintenance Terms and Conditions) of these Master Terms.

   2.3 <u>Services</u>. These Subscription Terms only provide for the licensing and support of the Subscription. If the Customer desires for Hexagon to provide Services for implementation, configuration, training, or other work in relation to the Subscription, then Customer may contract with Hexagon pursuant to these Master Terms for Services.

3. **<u>INVOICES</u>.** Hexagon shall invoice Customer for the full amount set forth in the Quote upon delivery of or access having been provided for any of the Subscription Licenses identified in the Quote. To the extent the Quote includes multiple types of Subscription Licenses, Hexagon shall invoice the Customer when the first type of Subscription License is allowed to be invoiced as provided in this section.

4. **<u>CUSTOMER OBLIGATIONS</u>.**

   4.1 <u>Customer Control</u>. Customer and its authorized Users of the Subscription shall at all times comply with Exhibit A (End User License Agreement). Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Customer to authorized Users pursuant to the Subscription, or by Hexagon on behalf of Customer. Upon the termination of employment of any authorized User, Customer will terminate that individual's login ID and password. Hexagon is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

   4.2 <u>Security</u>. Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Hexagon IP by Customer, Customer's employees, consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer's behalf.

END OF EXHIBIT E

EXHIBIT F

COTS Training Program Terms

These terms and conditions ("COTS Training Program Terms") govern the provision of the Training Curricula by Hexagon to Customer under a Fixed Price Project Assignment. Any additional terms in a Training Program Statement also apply; and, notwithstanding the order of precedence stated in the Master Terms, but without otherwise modifying such order of precedence, any conflict between these COTS Training Program Terms and any applicable Training Program Statement shall be resolved in favor of the Training Program Statement.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF TRAINING PROGRAM.

Hexagon will provide the Training Curricula specified in the Quote and purchased by Customer, in accordance with and subject to the provisions of these COTS Training Program Terms and the applicable Training Program Statement(s). The Training Program Statements(s) and Quote shall describe the duration and delivery method for the Training Curricula; provided that if no duration is otherwise stated for a Training Curricula delivered by online means, Customer shall cease use thereof twelve (12) months following the date the Order was placed for the Training Curricula.

3. FEES AND PAYMENT.

Unless otherwise expressly provided in applicable Training Program Statement(s) corresponding to the Order, fees for Training Curricula delivered by a live instruction method shall be invoiced as and when the Training Curricula is delivered; and fees for Training Curricula delivered by an online on-demand method shall be invoiced upon first delivery to Customer of the initial ability to access any portion of the Training Curricula.

4. SPECIFIC ONLINE TERMS.

4.1 Assignment of Credentials. For Training Curricula delivered by an online on-demand method, Customer acknowledges and agrees that: each specific student/user must be assigned individual credentials, thereby consuming one of the overall quantity of credentials available to Customer under the terms of the Order, and student/user credentials may not be shared or used by more than one student/user. Upon request, and subject to processing and any requirements of the Third-Party Service Provider, credentials may be subject to reassignment to a new student/user and from a student/user no longer requiring access to the Training Curricula. The period of availability of an online on-demand Training Curricula shall not be extended due to delays in Customer's assignment of available credentials or in any reassignment of credentials.

4.2 Use Restrictions. Customer shall comply, and assure all students/users comply, with terms of use of the Training Curricula and the platform through which it is provided, including without limitation, each of the following: the platform and assets associated therewith shall never be used to perform unlawful activity or activity which interferes with networks, systems, or facilities associated with operation of the platform; the platform shall not be used to store, process, or publish threatening, disparaging, or offensive material, or material that constitutes Spam/E-Mail/Usenet abuse or to create a security risk or an infringement of privacy or IPR; the platform shall not be used for any activity intended to directly or indirectly circumvent security measures of the Third Party Service Provider or Hexagon; and, the platform shall be used solely within the use requirements of the Third Party Service Provider and solely for the purpose of consuming the Training Curricula.

5. OWNERSHIP AND INTELLECTUAL PROPERTY.

In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Training Curricula, and any other data and information provided as part of Training Curricula (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Training Curricula, to include without limitation the Third-Party Service Provider's retention of intellectual property associated with the platform through which any online on-demand Training Curricula is provided. Customer and its Affiliates shall not attempt to decompile, disassemble, obtain any source code for, or record Training Curricula, in whole or in part. Customer, for itself and its Affiliates and their respective personnel accessing the Training Curricula, acknowledges and agrees the Training Curricula is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, record, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Training Curricula or any component thereof except as expressly permitted by Hexagon. The Customer acknowledges Hexagon shall retain sole custody and control of the underlying online Training Curricula and any documents and information displayed therein. Unless otherwise set forth in the Training Program Statement, Hexagon shall only provide electronic copies of any specified Documentation. Without Hexagon's express, written permission, Customer shall ensure student/user credentials issued to Customer are only assigned and/or used only by Customer's employees.

6. CUSTOMER OBLIGATIONS.

Customer shall at all times be responsible for administering and monitoring the use of Training Curricula by its students/users. Training Curricula shall be used solely for Customer's internal training purposes. Upon the termination of employment of any student/user, Customer will terminate that individual's access to Training Curricula. Customer shall be responsible for supplying all components necessary to supply of the Training Curricula not expressly specified in the Training Program Statement as a deliverable by Hexagon. Depending upon the nature and delivery method of the particular Training Curricula, components to be supplied by Customer may include, by way of example only, computers or software for use by students/users, internet connectivity, or training space at the Customer's site.

END OF EXHIBIT F

EXHIBIT G

COMMON TERMS GLOSSARY

“Acceptable Use Policy (AUP)” means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions).
“Activity” or **“Activities”** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.
“Affiliate” means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly hold a controlling ownership interest. “Affiliates” means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Primary Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Primary Contracting Document for any intergovernmental agreements entered into after the Effective Date. “Control” for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.
“Authorized Cloud User” means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud Service Requests and Product Change Requests.
“Auxiliary System License” means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License, and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.
“Beta Software” means any version of Software Product prior to a generally available commercial release of such Software Product.
“Business Day” means any day other than a weekend or public holiday in the country listed on the Quote.
“Business Hour” means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer’s location.
“Catastrophic Event” means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g., September 11th, hurricanes greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).
“Change Order” means a document executed or accepted in writing by both Parties that modifies the scope, price, milestones, and/or project schedule of an Order.
“Client” means a computing device connected to a Server.
“Cloud Anniversary” means the anniversary of the date on which Hexagon provided the License Key(s) to Customer.
“Cloud Application(s)” means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.
“Cloud Consulting Services” means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.
“Cloud Cutover” means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.
“Cloud Development Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in Production or for training purposes.
“Cloud Environment” means the collection of remote environments provided to Customer on which the Cloud Application(s) operates and that is supported by Hexagon.

"Cloud Optional Services" means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

"Cloud Portal" means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

"Cloud Program" means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software, and Cloud Optional Services provided pursuant to the Order Documents. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

"Cloud Program Fees" means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof). Cloud Program Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

"Cloud Program Start Date" means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

"Cloud Service Request" means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

"Cloud Services" means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third-Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s)), for Cloud Application(s), Cloud Optional Services, and Third-Party Software and ordered by the Customer.

"Cloud Services Schedule" means a document(s) titled "Cloud Services Schedule" related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer.

"Cloud Services Support" means the service specified as such in the Cloud Conditions through which Customer can report Cloud Service Requests and Product Change Requests.

"Cloud Staging Environment" or **"Cloud Testing Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

"Cloud Term" means the duration of a Cloud Program Order.

"Confidential Information" means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Primary Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; (iv) was within the Receiving Party's possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the

Disclosing Party as not being confidential.

"Core" means a physical processor on a computer Server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given Server may have multiple CPU sockets that may each contain multiple Cores.

"COTS" means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.

"COTS Documentation" means commercial off the shelf Documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.

"Coverage Period" means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

"Coverage Period Anniversary" means the anniversary of the date on which the Coverage Period commenced.

"Covered Products" means collectively, Covered Software Product(s) and Covered Third Party Products.

"Covered Software Product(s)" means Software Product(s) and Developer Tools identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

"Covered Third Party Products" means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Software Products or any Cloud Program.

"Credentials" means the unique log-in identifier by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

"Customer" means the non-Hexagon party to the Primary Contracting Document.

"Customer Cloud Administration" means providing User's access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

"Customer Cloud Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. A Customer Cloud Environment consists of a Cloud Development Environment and Production Environment.

"Customer Data" means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not particular to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, DevTools, Content, Equipment and Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

"Customer Data Rights" means: (i) the right to use Customer Data that contains Customer's Confidential Information to perform Hexagon's obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer's Confidential Information to perform Hexagon's obligations and other business purposes for which the information may be disclosed to third parties; and (iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

"Customer Specified Data Center" means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

"Customized Software" means those Services Deliverables that are software or computer code, whether in source code or object code.

"Cutover" means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

"Data Center(s)" means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third-Party Service Provider.

“Defect” means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product or Cloud Application, assuming proper usage of the Software Product or Cloud Application in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
Level One	*No workaround available and either:* ▸ *Productive use prohibited, or* ▸ *Aborts.*
Level Two	*No workaround available and either:* ▸ Primary purpose compromised, or ▸ Productive use significantly impacted
Level Three	▸ Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
Level Four	▸ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.
“Deliverable(s)” means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.
“Designated Portal” means the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s).
“Developer Tools” or “DevTools” means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.
“Developer Tools Schedule” or “DevTools Schedule” means a document relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools.
“Documentation” means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the Designated Portal. Not all of the types of Software Products or Cloud Applications are provided with Documentation or with similar Documentation.
“Effective Date” means the date and time the last Party is on notice that all Parties have accepted the Primary Contracting Document.
“Emergency Maintenance” means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.
“Equipment” means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.
“**E/C” or “Equipment/Content”** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term “E/C” excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.
“E/C Schedule” means a document relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing

requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions.

"Error" means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third-Party Software causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for "Defect."

"EULA" means the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

"Exchanged Product" means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

"Fixed Price Project Assignment" means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

"Hexagon" means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, "Hexagon" means Intergraph Corporation.

"Hexagon IP" means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at www.intergraph.com/patents and/or www.uspto.gov.

"Intellectual Property" or **"IPR"** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

"Lapse" means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

"License Key(s)" means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

"Local Environment" means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

"Local Software" means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

"Maintenance Contract" means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

"Maintenance Services" means only those services described in the document titled "Maintenance Terms and Conditions for Software" provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

"Material Adverse Effect" means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose; or (ii) making the Cloud Program materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

"Metered License" means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word "Metered" in the Software Product name and/or have the letters "MTR" at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its

definition.
“Minimal Operations Levels” means operation of a Software Product without a Level One Defect.
“Modern Release” means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer’s first use thereof in Production.
“Month” means, unless otherwise stated in the applicable provision, a calendar month.

“Network Requirements” means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.
“Offboarding” or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.
“Onboarding” or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.
“Onsite Fee” means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with an Order and lasting no more than five (5) consecutive days).
“Order” means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.
“Order Documents” shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.
“Perpetual License” means a type of license for Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters ”SU,” ”UB,” “CLD,” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.
“Personal Data” means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.
“Planned Maintenance” means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.
“Primary Contracting Document” means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common Terms Glossary is an exhibit or attachment.
“Product Change Request” means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.
“Product Order” means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.
“Product(s)” means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.
“Production” means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.
“Production Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud

Application(s) in production and for its generally marketed purpose.
"Production System License" means the license(s) of Software Product provided to User for general production use.
"Product-Specific Terms" modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.
"Purchase Order" or **"PO"** means a document issued by Customer to Hexagon to authorize the delivery of certain Product(s), Services, Deliverables, or Cloud Programs.
"Quote" means a document issued by Hexagon reflecting Product(s), Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer's name and location, and any applicable Schedule(s). To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.
"Replaced Product" means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

"**Schedule"** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).
"**Secure Access Tool**" is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

"Security Incident" means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon's control. Examples of Security Incidents include: (i) security breaches to Hexagon's network perimeter or to internal applications resulting in compromise of Customer Data; (ii) severe degradation of, Hexagon's security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.
"Server" means a computer or computer program which manages access by Clients to a centralized resource or service in a network.
"Server-based Software Product" means Server-based software that is accessed by one or more Clients.
"Services" means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).
"Services Deliverable" means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to an Order. Cloud Programs are not Services Deliverables.
"Software" means the software and DevTools owned by Hexagon or an Affiliate and Third-Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not "Software" as that term is used herein.
"Software Product" means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, third party components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents but incidentally delivered within the same files or media. Software Product shall not mean any Third-Party Software. For the avoidance of doubt, Cloud Programs and their contents are not "Software Products" as that term is used herein. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.
"SOW" means a statement of work setting forth the scope of Services being provided pursuant to an Order.
"Special Purpose Item" means an item identified in Order Documents as due to be delivered by Hexagon,

which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

"Special Purpose Schedule" means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item.

"Subscription" means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

"Subscription License" means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

"Subscription Term" means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

"Subsystem" means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("I/CAD" or "OnCall Dispatch"), records management system ("RMS" or "OnCall Records"), and G/Technology (G/Tech) are each an example of a Subsystem.

"System" means a physical or operational location where the Software resides and operates on an individual Server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

"System Equipment" means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN's; operating system software; database software; and other third-party software.

"Task" means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

"Task Acceptance" means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

"Task Acceptance Criteria" means the criteria by which a Task will be evaluated for completion as described in an SOW.

"Task Acceptance Process" means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) Business Days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) Business Days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into Production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"Term" means the duration of performance under the contract into which this Common Terms Glossary is incorporated by reference.

"Third Party Service Provider" means the third-party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service to Customer (if applicable) on behalf of Hexagon.

"Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third-Party Software is subject to all of the terms and conditions of the Third-Party Terms. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used

by the Customer to use Cloud Application or Cloud Optional Services.
"Third Party Terms" means for certain Third-Party Software additional terms and conditions provided with the Order Documents and/or cited in the Use Terms, or otherwise made available to the Customer or any User.
"Time and Materials Project Assignment" means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.
"Training Curricula" means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.
"Training Program Statement" means document(s) titled "Training Program Statement" containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that "Training Program Statement" may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer.
"Update" means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

"User" means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, or Cloud Optional Services on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number of licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.
"Use Terms" means the Hexagon Product Usage Policy and Product Specific Terms attached hereto as Exhibit H.
"Version Limitation I" is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer's first operation of such Modern Release in a live Production environment.
"Version Limitation II" is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer's first operation of such Modern Release in a live Production environment.
"Version Limitations" means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.
"Virus" means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.
"Work" means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

“XML Files” means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.
“XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT G

EXHIBIT H
USE TERMS

PRODUCT USAGE POLICY AND PRODUCT-SPECIFIC TERMS

These Use Terms, including Product-Specific Terms included in this document, apply to Software licensed to User by Hexagon pursuant to the EULA, including any version of EULA that is part of any other agreement between User and Hexagon that references the Use Terms and/or subject to Third Party Terms identified herein.

1.0 DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Common Terms Glossary.

2.0 AUTHORIZED LICENSE AND ACTIVATION. Unless expressed otherwise, Software Products will contact license servers to conduct a license activation and/or validity check to determine whether the license is authorized and authentic and associate it with a certain device. Depending upon the application, license servers may be within or outside the Customer site. During this contact the transmission of certain data will occur. During activation and validity check, the Software Product may determine that the license is invalid or has expired. In the case of an invalid or expired license, User may receive a prompt informing User of such. Although no personal information is transmitted between User and Hexagon during the license activation and check, User's use of the Software Product provides User's continued consent to the transmission of the necessary data for license activation and validity check. Unless otherwise provided by Hexagon, User may not bypass the license activation process, as doing so will invalidate User's license and is considered a violation of these Use Terms.

3.0 LICENSING METRICS. Software Products are licensed as either Production System Licenses or Auxiliary System Licenses. In some Hexagon documents Production System Licenses may be referred to as "Primary Licenses," and Auxiliary System Licenses may be referred to as "Supplementary Licenses." In those instances, please interpret references to "Primary Licenses" as "Production System Licenses," and references to "Supplementary Licenses" as "Auxiliary System Licenses." There are two (2) types of Production System Licenses and seven (7) types of Auxiliary System Licenses as described below. Depending upon User's license, a license may be used in either Concurrent-Use mode or Node-Locked mode. If an electronic license manager tool is incorporated in the Software Product, the license type will be verified by the Hexagon license system. If not otherwise indicated, User's Client license type and mode will be a Concurrent-Use Production System License. Each license of the Software Product is subject to the EULA, Use Terms, and Order Documents.

3.1 Production System Licenses are identified, and applicable terms described, below:

3.1.1 Concurrent-Use mode (CC) is a type of Client license that allows for the checking in and checking out of the total available licenses of the Software Product for Users. At any point, User may run as many copies of the Software Product as User has Client licenses. If the Software Product is enabled to be run in a disconnected mode, as set forth in the Documentation, a User may check out a license from the System for disconnected use, thus reducing the total number of licenses available in the license pool until the license is checked back into the System. User is responsible for assuring the number of Users using the Software Product concurrently does not exceed the number of licenses User has purchased, even if the Software Product contains no license manager mechanism. User consents to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the Software Product.

3.1.2 Node-Locked mode (NL) is a type of license that allows a single copy of either a Client or Server-based Software Product to be stored on a hard disk and loaded for execution on a single designated workstation, device, or Server.

3.2 Auxiliary System Licenses are identified, and applicable terms described, below:

3.2.1 Passive Disaster Recovery License (BCK) is licensed solely for temporary use when manual switchover of the Software Product to the Auxiliary System License is required in the event of failure of the Production System License. This license may be used in the Production system only during the period of failure of the Production System License. In some Hexagon documents, this type of license may be referred to as a “Backup License.” In those instances, please interpret references to “Backup License” as “Passive Disaster Recovery License.”

3.2.2 Development System License (DEV) is a license of a Server-based Software Product that is delivered solely in connection with the Production System License of such Software Product for the purposes of developing and testing User’s website built only with the Software Product. Development System Licenses shall not be used for Production purposes (i.e., a fully deployed website). In some Hexagon documents, this type of license may be referred to as a “Developer’s License.” In those instances, please interpret references to “Developer’s License” as “Development System License.”

3.2.3 Active Disaster Recovery License (RDT) is licensed solely for temporary use when automatic switchover of the Software Product to the Auxiliary System License is required in the event of failure of the Production System License. This license may be used in the Production system only during the period of failure of the Production System License. In some Hexagon documents, this type of license may be referred to as a “Redundant License.” In those instances, please interpret references to “Redundant License” as “Active Disaster Recovery License.”

3.2.4 Test System License (TST) is licensed solely for testing and development purposes. A Test System License may not be used for training purposes.

3.2.5 Training System License (TRN) is licensed solely for training purposes.

3.2.6 Load Balancing License (LOB) is licensed solely to distribute the traffic evenly among multiple Servers.

3.2.7 Secondary License (SEC or TFB) is licensed for non-productive use for training, development, testing, failover, backup, etc. The total quantity of Secondary Licenses cannot exceed the quantity of purchased Production System Licenses.

4.0 RIGHTS AND LIMITATIONS.

4.1 Unless otherwise stated in the Documentation, for a Software Product that is delivered with an Application Programming Interface (“API”) and/or configuration set-up, User may use the API(s) to write User’s own extensions to the Software Product, and User may use the configuration setup to configure the Software Product, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to User any rights in Hexagon’s Intellectual Property (as that term is defined in the EULA and/or any other agreement between User and Hexagon that references the Use Terms) by allowing User to write User’s own extensions using the API(s) or to configure the Software Product via the configuration set-up, User hereby agrees and acknowledges that Hexagon retains all rights in its Software Product, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations, and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use, and non-infringement. User’s use of such extensions and/or configurations is solely at User’s own risk, and subject to applicable law. Notwithstanding anything to the contrary above, to the extent the API is part of a Software Product on an active Support Contract, Hexagon will provide Maintenance Services for the API.

4.2 For a Software Product that is Node-Locked:

In general, User may not allow the Software Product to be used by multiple Users on a single workstation at the same time. However, if the license is Node-Locked license with remote access, it is intended to allow uncounted Clients to connect to the application Server and does not count the number of connections.

4.3 For Server-based Software Product(s):

4.3.1 With a single license, User may run multiple websites and provide multiple webservices to User’s client users, provided all websites and webservices reside on the licensed Server.

4.3.2 License fees and installation restrictions for Software Products may be based on the number of Cores present in the Server on which the Software Products are installed. If User's Software Products are Core based, this section will apply. User is responsible for determining the number of Cores on User's host Server and ordering the appropriate number of Core licenses. Each license of a Software Product must be installed only on a single Server. For example, a 4 Core license does not permit User to install two copies of a component, each on a 2-Core Server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology, or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the Server, User's usage rights depend upon the relationship between the number of Cores for which User is licensed, the number of physical Cores present on the host Server, and the number of processors available to the Software Product in the virtualized environment. Such rights are determined as follows: if the number of Cores for which User is licensed equals or exceeds the number of physical Cores present on the host Server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate User's licensing restriction; however, if User wishes to install the Software Product on a host Server having a greater number of physical Cores present than the number of Cores for which User is licensed, User must operate the Software Product only within a virtual machine that accesses a maximum number of processors (whether virtual, physical, or both) that is less than or equal to the number of Cores for which User is licensed. User may load a Server-based Software Product on multiple machines within a cluster that is acting as a single web Server, provided User has obtained from Hexagon the appropriate quantity of licenses for the number of Cores, and the total number of Cores deployed do not exceed the quantity licensed.

4.3.3 User may not use a Software Product's java script code for any purpose other than the application for which it was written.

4.3.4 Unless otherwise stated in the Documentation, for Software Products which contain XSL Stylesheets for presenting XML Files, User may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for User's enterprise. User may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene, or pornographic material, nor in any material that infringes upon any third party Intellectual Property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the Software Product are and will remain the Intellectual Property of Hexagon.

4.3.5 User may not use the Server-based Software Product to operate software-as-a-service or hosting services without the prior written consent of Hexagon.

4.3.6 User may not, and User may not authorize or allow anyone else to, use the Development System License for Production purposes (i.e., a fully deployed website).

5.0 SPECIAL LICENSE SCENARIOS.

5.1 United States Government Restricted Rights. If the Software (including any Updates, Documentation, or technical data related to such Software) is licensed, purchased, subscribed to, or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 5.1 also applies.

5.1.1 For civilian agencies: The Software was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

5.1.2 For units of the Department of Defense: The Software was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

5.1.3 Notice: This Software is "Commercial Computer Software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "Commercial Computer Software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable third-party software manufacturer(s) are the manufacturer. This Software is unpublished and all rights are reserved under the Copyright Laws of the United States.

5.2 Beta Software.

If the Software Product is Beta Software, then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in the Order Documents, this section shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. User shall hold all information concerning Beta Software and User's use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care User uses to keep User's own similar information confidential, but in no event shall User use less than a reasonable degree of care; and User shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; provided, however, it is understood that User may disclose any Beta Software Information to those of User's representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of these terms. User shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. User agrees to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. User acknowledges that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO USER "AS-IS", AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO USER OF ANY KIND RELATED TO SUCH BETA SOFTWARE. User may use the Beta Software only for evaluation and testing and not for general Production use, unless otherwise expressly agreed in writing by Hexagon. User acknowledges that Hexagon has not promised or guaranteed to User that Beta Software or any portion thereof will be announced or made available to anyone in the future, Hexagon has no express or implied obligation to User to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, User acknowledges that any research or development that User performs regarding the Beta Software or any product associated with the Beta Software is done entirely at User's own risk. If requested by Hexagon, User will provide feedback to Hexagon regarding Beta Testing, including error or bug reports. Hexagon shall own any and all Beta Software feedback from Customer and/or User and all Beta Software Information and shall retain full rights to leverage the same for improvement or development of Products; provided further that User and/or Customer shall deliver any assignments or documentation necessary to effect such rights. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the Software Product, User agrees to return or permanently destroy all earlier Beta Software received from Hexagon. User agrees to return or destroy all unreleased versions of the Beta Software no later than the date earlier of (i) thirty (30) days of the completion of Beta Testing, or (ii) Hexagon's first commercial shipment of the publicly released commercial software.

6.0 PRODUCT-SPECIFIC TERMS. The following are applicable to User if User has obtained from Hexagon Software identified in this section 6.0.

6.1 OMITTED.

6.2 One or more of the following Software shall be sublicensed to User by Hexagon pursuant to the EULA plus the Third-Party Terms that follow. Please note that any of the Microsoft products licensed in this section 6.2 are licensed to User pursuant to the latest available version of the Microsoft product as of the date of the Order Documents. For Microsoft SQL Server, User may downgrade and install a prior version of SQL Server that is compatible with their Hexagon system.

6.2.1 Clevest Software

ADDENDUM to the End User License Agreement for Clevest Software

This addendum ("Addendum") is applicable to User in the event User has obtained from Hexagon software products of Clevest Solutions, Inc. ("Clevest"). With regard to Clevest Software (as defined below), (i) this Addendum modifies the EULA, attached hereto as Exhibit A, between User and Hexagon related to Clevest Software, and (ii) in the event of a conflict between the EULA and this Addendum, this Addendum shall take precedence over the EULA and any other EULA addendum regarding the subject hereof. The EULA and this Addendum constitute the terms and conditions applicable to Clevest Software. Capitalized terms not defined herein shall have the meaning ascribed to them in the EULA.

"Clevest Software" is defined as (i) Clevest's Mobile Work Force Management platform, and (ii) other software applications made available by Clevest, along with any updates thereto.

"Clevest Documentation" means all manuals, toolkits, integration tools, guides and other instructions, including information in computer readable format, pertaining to or used in connection with the Clevest Software including all addenda, supplements, additions and modifications to the Clevest Documentation. Clevest Documentation shall also include all instructions, data and other matters included by Clevest in the Clevest Software or on any CD, DVD or other storage media which can be read or printed.

Subject to the terms and conditions of this Addendum and the EULA, Clevest grants User a limited, non-exclusive, non-transferable license (the "License") during the term of the EULA to: (i) use the functionality of the Clevest Software for User's internal business purposes only; and (ii) make copies of the Clevest Software and Clevest Documentation solely for non-production, archival or backup purposes, but only if User ensures that all copies User makes of the Clevest Software and Clevest Documentation under this paragraph include all proprietary or intellectual property notices recorded on the Clevest Software.

User acknowledges and agrees that this Addendum does not grant User any rights with respect to the source code of the Clevest Software. User covenants and agrees not to translate, create derivative works of, reverse engineer, decompile or disassemble the Clevest Software in whole or in part. User will not (i) alter, modify, enhance, adapt, re-arrange, reverse engineer, decompile, disassemble, make works derived from the Clevest Software or attempt to generate or access the source code for the Clevest Software, whether by converting, translating, decompiling, disassembling or otherwise, or (ii) enter or manipulate data or information within the database underlying the Clevest Software other than via the Clevest Software. User will not attempt to aggregate users or circumvent Clevest's licensing restrictions via technical means, including, but without limitation, the use of any interface between the Clevest Software and another program with functionality substantially similar to the Clevest Software.

User may not modify the Clevest Software without the prior written authorization of Clevest.

User may not sell, loan, lease, rent, license, sublicense, grant a security interest in, distribute or otherwise transfer rights to or possession of the Clevest Software in whole or in part to any person or entity, or use the Clevest Software in any service bureau or time sharing arrangement, facility management or third party training arrangement or any other arrangement where User processes the data of a third party.

User acknowledges and agrees that, as between User and Clevest, Clevest owns and will retain title and ownership of all intellectual property rights and other interests in and to the Clevest Software and Clevest Documentation (and all copies thereof) including, but not limited to, any improvements thereto whether designed, created and/or developed by Clevest, User or User's agents or contractors, subject to the license rights specifically granted to User in this Addendum. User hereby assigns to Clevest any and all right, title and interest User may have in and to any such improvements and all intellectual property rights therein.

Subject to the following sentence, Clevest warrants that the Clevest Software will operate substantially in accordance with the Clevest Documentation and published materials of Clevest except for cases where the Clevest Software is not used properly according to the user and installation Clevest Documentation provided by Clevest. The warranties set out in this paragraph are void to the extent User or any third-party changes or modifies the Clevest Software in a manner contrary to this Addendum, the Clevest Documentation or Clevest's advance written direction. Notwithstanding the foregoing, use of the configuration features of the Clevest Software shall not void any warranty. The warranty afforded by Clevest is not a warranty of Hexagon's installation and/or implementation services.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN THE FOREGOING PARAGRAPH, CLEVEST MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE CLEVEST SOFTWARE. CLEVEST DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO USER WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE.

Clevest is a third-party beneficiary of this Addendum.

<u>EXHIBIT I</u>
DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM ("**DPA**") supplements the Master Terms between Customer and Hexagon, or other agreement between Customer and Hexagon (the "**Agreement**") governing Customer's use of Hexagon Software Products, Maintenance Services, and/or the Cloud Program, and Hexagon's performance of Services (collectively, "Hexagon Products") when the GDPR applies to Customer's use of Hexagon Products to process Customer Data. This DPA is an agreement between Customer and Hexagon. Any and all terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. DEFINITIONS AND CONSTRUCTION

1.1 <u>Definitions</u>

"**EU Model Clause Agreement**" means an agreement made using the relevant EU Model Clauses as adopted by the EU Commission for the transfer of personal data to third countries.

"**EU Personal Data Legislation**" means (a) until 24 May 2018, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any amendments made thereto, (b) until 24 May 2018, local legislations where the Directive referred to in (a) is implemented and any amendments made thereto, and (c) the GDPR.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46/EC (General Data Protection Regulation), and any amendments made thereto.

"**Hexagon Affiliates**" means a legal entity that directly or indirectly through one or more intermediaries is controlled by or under common control with Hexagon's ultimate parent company. For the purposes of this definition, the term "control" shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.

"**Party**" or "**Parties**" means the Customer and Hexagon separately, or jointly, as the case may be.

"**Regulatory Requirements**" means the privacy and personal data legislation applicable to the processing of personal data, including the EU Personal Data Legislation, and such legislation as may replace the aforementioned legislation from time to time (and in case of discrepancies or contradictions between different rules or regulations, the one which provides the highest degree of privacy and/or information security shall apply).

"**Supervisory Authority**" means any court, regulatory agency or authority which, according to applicable laws and/or regulations (including the Regulatory Requirements), supervises privacy issues and/or the processing of personal data.

1.2 <u>Construction</u>

1.2.1 Non-capitalized terms and expressions used in this Agreement, *e.g.* 'data subject', 'controller', 'personal data', 'processing', 'processor', 'third country', etc., shall have the same meaning as in EU Personal Data Legislation.

1.2.2 Unless it is otherwise stated herein, or clearly follows from the context in which it appears, the term "including" shall mean "including without limitation".

2. SPECIAL UNDERTAKINGS OF THE PARTIES

2.1 Roles, Ownership of Personal Data, Processing and Purpose

2.1.1 The Customer shall be regarded as a controller of all personal data processed on behalf of the Customer and in accordance with its instructions. Hexagon shall be considered a processor of the personal data processed on behalf of the Customer.

2.1.2 Hexagon may only process the Customer's personal data for the purpose set forth on Schedule 1 attached hereto and to the extent it is necessary for the fulfilment of Hexagon's obligations under this DPA or the Agreement.

2.1.3 Hexagon acknowledges that, between the Parties, all rights, title, and interest in the personal data processed as a result of this Agreement is vested solely in the Customer, irrespective of whether Hexagon is considered to be a controller of personal data.

2.2 Special Undertakings of the Customer

The Customer undertakes to:

(a) Ensure that there is a legal ground for processing the personal data covered by this DPA;

(b) Ensure that the data subjects, as required by the EU Personal Data Legislation, have received sufficient information regarding the processing, including information on that Hexagon may process the personal data on behalf of the Customer;

(c) Immediately after it is brought to the Customer's attention, inform Hexagon of any erroneous, rectified, updated or deleted personal data subject to Hexagon's processing;

(d) In a timely manner, provide Hexagon with lawful and documented instructions regarding Hexagon's processing of personal data;

(e) Before this DPA enters into force, provide Hexagon with the Customer's applicable policies and guidelines for processing of personal data; and

(f) Act as the data subject's point of contact.

2.3 Special Undertakings of Hexagon

Hexagon undertakes to:

(a) Only process the personal data in accordance with the Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Regulatory Requirements; in such a case, Hexagon shall inform the Customer of that legal requirement before processing the personal data, unless such information is prohibited by the Regulatory Requirements on important grounds of public interest;

(b) Ensure that such employees (of Hexagon or its subcontractors) which process personal data on behalf of the Customer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) Take all measures required pursuant to GDPR, Article 32;

(d) Taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights set forth in the EU Personal Data Legislation;

(e) Except in cases of personal data breach, upon a timely request by the Customer, assist the Customer in ensuring compliance with the obligations pursuant to GDPR, Articles 32 to 36 (*e.g.* assist in data protection impact assessments) taking into account the nature of the processing and the information available to Hexagon; and

(f) Make available to the Customer the information necessary to demonstrate compliance with Hexagon's obligations set forth in this DPA and allow for and contribute to audits, including inspections, conducted by the Customer or another authorized third party, in accordance with Section 4.

2.3.1 Hexagon shall immediately inform the Customer if, in its opinion, a Customer instruction infringes the EU Personal Data Legislation.

2.3.2 The Parties agree that the security measures taken by Hexagon, listed in the Agreement, fulfils Hexagon's undertakings in Sections 2.3(c) and 2.3(e).

3. SUBCONTRACTORS

3.1 Hexagon shall be entitled to engage subcontractors acting as sub-processors of the personal data under the condition that such subcontractors are bound by a written contract which states that they must adhere to the same data protection, privacy and audit obligations as Hexagon under this DPA.

3.2 Should Hexagon wish to engage a subcontractor different from or additional to those subcontractors set forth in the Agreement or the Quote, it shall notify the Customer in advance. The Customer may, within seventy-two (72) hours from receipt of the notification, object to Hexagon appointing that specific subcontractor.

3.3 Hexagon shall remain the Customer's sole point of contact, unless otherwise agreed.

3.4 For the avoidance of doubt, the Customer fully and explicitly consents to the use of the subcontractors with whom Hexagon has agreements in place at the time this DPA enters into force, including all Hexagon Affiliates, regardless if they have been engaged as subcontractors at the time of this DPA.

4. AUDIT RIGHTS AND LOCATIONS

4.1 The Customer shall have the right to perform audits of Hexagon's processing of the Customer's personal data (including such processing carried out by Hexagon's subcontractors, if any) in order to verify Hexagon's, and any subcontractor's, compliance with this DPA and the EU Personal Data Legislation.

4.2 Hexagon will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable), provide an independent auditor, appointed by the Customer and approved by Hexagon, reasonable access to the parts of facilities where Hexagon is carrying out processing activities on behalf of the Customer, to personnel and to all information relating to the processing of the Customer's personal data. The auditor shall comply with Hexagon's work rules, security requirements and standards when conducting site visits.

4.3 A Supervisory Authority shall always have direct and unrestricted access to Hexagon's premises, data processing equipment and documentation in order to investigate that Hexagon's processing of the personal data is performed in accordance with the Regulatory Requirements.

4.4 The Customer is responsible for all costs associated with the audit mentioned in Section 4.2, save for when the audit concludes a material breach of Hexagon's undertakings in violation of this DPA. If so, Hexagon shall compensate the Customer for reasonable and verified costs associated with the audit.

4.5 The Customer's personal data may not be processed in a manner that entails a transfer to a third country or an international organisation (including inadvertently through the use of cloud-based IT solutions) unless this is in accordance with the Customer's instructions.

5. INTERNATIONAL PERSONAL DATA TRANSFERS

5.1 **Hexagon Affiliates and sub-contractors outside the EU/EEA**

5.1.1 **When providing the Hexagon Products, Hexagon may need to process the Customer's personal data outside of the EU/EEA. Therefore, the EU Model Clause Agreement as set out in Schedule 2 shall apply in such instances. The Parties agree that any disputes arising under an EU Model Clause Agreement shall be treated as if they had arisen under the Agreement.**

5.1.2 **If the Customer's personal data is to be transferred to and processed by a sub-contractor located outside the EU/EEA, Hexagon is obliged to ensure that the sub-contractor accedes to the EU Model Clause Agreement as set out in Schedule 2.**

5.1.3 **Section 5.1.1 and/or 5.1.2 above shall not apply if the jurisdiction in which Hexagon or sub-contractor is established has been deemed by the European Union as a jurisdiction with adequate protection for personal data.**

6. REMUNERATION

6.1 The remuneration for Hexagon's undertakings under this DPA shall, unless otherwise stated in this Section 6.1, be included in the remuneration paid by the Customer under the Agreement. Notwithstanding the aforesaid, Hexagon shall always, in case of the Customer's instructions or other requests under this DPA requires extra measures by Hexagon in addition to what is reasonably required under the Agreement, Hexagon shall be entitled to request compensation for such surplus work on a time and material basis. This includes, for example, Hexagon's assistance handling data subject requests.

6.2 In the event that (a) the Customer amends its written instructions mentioned in Section 2.2(d), or (b) the Customer would require the implementation of technical or organizational measures, in addition to those mentioned herein, and this would cause a cost increase to Hexagon, then Hexagon shall be entitled to request an equitable adjustment in the remuneration.

6.3 The payment terms for the adjusted remuneration shall be governed by the provisions regarding payment in the Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall enter into force on the Effective Date. Unless terminated earlier due to a material breach of the terms of this DPA, this Agreement shall remain in force until the termination or expiration of the Agreement, whereupon it shall terminate automatically without further notice.

7.2 On termination of this DPA for any reason, Hexagon shall cease to process the personal data processed on behalf of the Customer and shall provide for the return to the Customer (or its nominated third party) of all such personal data together with all copies in its possession or control unless storage of the personal data is required under the Regulatory Requirements. If the Customer does not respond to an offer from Hexagon to return the personal data processed by it under this DPA, within a period of three (3) months from when the offer was made, Hexagon will be entitled to delete any such personal data, including copies thereof, unless storage of the personal data is required under the Regulatory Requirements.

8. FORCE MAJEURE

Hexagon shall not be liable for any default or delay in the performance of its obligations under this DPA if and to the extent the default or delay is caused by Force Majeure. A failure by a subcontractor will be considered a Force Majeure event provided that the underlying reason for the subcontractor's non-performance is an event which, if it had been related directly to Hexagon, would have qualified as a Force Majeure event under this DPA.

9. MISCELLANEOUS

9.1 Neither Party may assign its rights or obligations under this DPA without the prior written consent of the other Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under this DPA, without the approval of Customer to: (a) a Hexagon Affiliate, or (b) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

9.2 This DPA and the Agreement sets forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements, understandings or promises with respect thereto are hereby superseded.

9.3 No amendment, modification, release, or discharge of this DPA shall be binding upon the Parties unless in writing and duly executed by authorised representatives of both Parties.

10. GOVERNING LAW AND DISPUTES

10.1 Provisions regarding governing law and disputes are set forth in the Agreement.

[SCHEDULES ATTACHED HERETO]

SCHEDULE 1
DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

1. **Subject matter**. The subject matter of the data processing under this DPA is Customer Data.

2. **Duration**. As between Hexagon and Customer, the duration of the data processing under this DPA is determined by Customer.

3. **Purpose**. The purpose of the data processing under this DPA is the provision of the Hexagon Products initiated or requested by Customer from time to time.

4. **Nature of the Processing**: Compute, storage, and such other services as described in the Agreement and documents referenced therein and initiated by Customer from time to time.

5. **Type of Customer Data**: Customer Data uploaded to or provided by Customer in its use of or receipt of Hexagon Products.

6. **Categories of Data Subjects**: The data subjects may include Customer's end-users and natural persons that are the subject of Customer's business and/or operations.

SCHEDULE 2
EU MODEL CLAUSES

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

For the purposes of Article 28 of the EU General Data Protection Regulation (the "**GDPR**"), the provisions in Appendix 3 shall form an integrated part of these Clauses.

Name of the data exporting organisation:

The entity indentified as "Customer" in the DPA
(the data **exporter**)

And

Name of the data importing organisation:

The entity identified as "Hexagon" in the DPA
(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '*the applicable data protection law***'** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the Transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

OMITTED

Clause 4

Obligations of the Data Exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) OMITTED.

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain confidential information, in which case it may remove such confidential information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the Data Importer[1]

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the data exporter of the change as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

  (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

  (ii) any accidental or unauthorised access, and

  (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain confidential information, in which case it may remove such confidential information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

OMITTED.

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

OMITTED

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases against the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation After the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is the entity indentified as “Customer” in the DPA.

Data importer
The data importer is Hexagon.

Data subjects
Data subjects are defined in Schedule 1 of the DPA.

Categories of data
The personal data is defined in Schedule 1 of the DPA.

Processing operations
The processing operations are defined in Schedule 1 of the DPA.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.
Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):
The technical and organizational security measures implemented by the data importer are as described in the Agreement.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and by signing the Clauses, the data importer undertakes to comply with the undertakings listed in this Appendix, in addition to its undertakings following the Clauses.
In the event of inconsistencies between the provisions of this Appendix and any other provisions of the Clauses, the other provisions of the Clauses shall prevail.

Processing in Accordance with Documented Instructions

The Data importer undertakes to only process personal data in accordance with applicable law and on documented instructions from the data exporters, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by applicable law; in such a case, the data importer shall inform the data exporter of that legal requirement before processing the personal data, unless such information is prohibited by the applicable law on important grounds of public interest.

Confidentiality Commitments

The data importer undertakes to ensure that such employees (of the data importer or its subcontractors) who are authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Technical and Organizational Security Measures

The data importer undertakes to, taking into account the nature of the processing, assist the data exporter by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the data exporter's obligations to respond to requests for exercising the data subject's rights laid down in the GDPR.

Data Breach

In the case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by the data importer on behalf of the data exporter, the data importer shall immediately inform the data exporter of such security breach and thereafter, within twenty four (24) hours at the latest, provide the data exporter with:

(a) a description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
(b) a description of the likely consequences of the personal data breach; and
(c) a description of the measures taken or proposed to be taken by the data importer to address the personal data breach (including measures to prevent similar security breaches in the future), including, where appropriate, measures to mitigate its possible adverse effects.

Data Protection Impact Assessment and Prior Consultation

The data importer undertakes to provide reasonable assistance to the data exporter with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities, which the data exporter reasonably considers to be required of any data exporter by Article 35 or 36 of the GDPR or equivalent provisions of any other applicable data protection law, in each case solely in relation to processing of personal data by, and taking into account the nature of the processing and information available to, the data importer.

Deletion or Return of Personal Data

The data importer undertakes to promptly of the date of cessation of any services involving the processing of personal data, delete and procure the deletion of all companies of such personal data or, if preferred by the data exporter, to return such data to the data exporter.

Audit Rights

The data importer undertakes to make available to the data exporter on request, all information necessary to demonstrate compliance with this Appendix and shall allow for and contribute to audits, including inspections, by the data exporter or an auditor mandated by the data exporter in relation to the processing of personal data by the data importer.

Instructions in infringement of the GDPR or other Applicable Law.

The data importer shall immediately inform the data exporter if, in its opinion, a data exporter’s instruction infringes the GDPR or other applicable law.

HEXAGON

Pricing Summary

HxGN OnCall Dispatch	BAFO Pricing Total	RFP Pricing Total	Delta	Negotiation Comments
HxGN OnCall Dispatch CAD Software and Interface List Price	$1,331,913	$1,331,913	$0	
I/CAD Software Exchange Discount	($1,331,913)	($1,331,913)	$0	
HxGN OnCall Dispatch Software Price with Discount:	**$0**	**$0**		
HxGN OnCall Dispatch Services	1,261,173	$1,200,070	$61,103	Adds/Removals per customer's request 10/3- See list below.
End User Training	Removed	$102,648	($102,648)	Removed per customer's request 10/3
Additional Hexagon Led Mobile Training	$23,488	$29,609	($6,121)	
Additional Hexagon Software	$221,462		$221,462	Software changes per customer's request. See list below.10/3
CommSys ConnectCIC	$54,875	$53,000	$1,875	Additional query transactions per customer's request 10/3
Performance Bond	$35,974	$50,718	($14,744)	Adjusted based on contract value
Total One-Time Software and Services	**$1,596,971**	**$1,436,045**		
Kemp Load Balancers	$16,500		$16,500	Previously included in Server Hardware and System Software total.

Server Hardware and System Software	Removed	$422,616	($422,616)	Removed per customer's request 10/3
Workstation Hardware	Removed	$306,817	($306,817)	Removed per customer's request 10/3
Microsoft SQL	Removed	$162,851	($162,851)	Removed per customer's request 10/3
Hardware Installation Services	Removed	$121,645	($121,645)	Removed per customer's request 10/3
Total Contract Value	**$1,613,471**	**$2,449,974**		
BAFO System Discount (Expires 12/15/25)	**($161,102)**			
Annual Recurring Maintenance Fee – Year 1 (Begins at system Cutover)	$386,837	$363,776	$23,061	Maintenance adjustments due to Software changes
Annual Recurring Maintenance Fee – Year 2	$386,837	$363,776	$23,061	Maintenance adjustments due to Software changes
Annual Recurring Maintenance Fee – Year 3	$398,442	$381,965	$24,214	Maintenance adjustments due to Software changes
Annual Recurring Maintenance Fee – Year 4	$410,395	$401,063	$25,425	Maintenance adjustments due to Software changes
Annual Recurring Maintenance Fee – Year 5	$422,707	$421,116	$26,696	Maintenance adjustments due to Software changes

Options				
Unit Price for Console	$32,473	$32,473	$0	
Unit Price for MCT	$1,629	$1,629	$0	

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30 Day Reliability Period	Move to base	$45,413	($45,413)	Moved to base per customer's request 10/3
Test Plan Creation Workshop	$28,614	$28,614	$0	
Data Refresh Training	$9,083	$9,083	$0	
BPR up to 1 year post go live	$26,632	$26,632	$0	
24x7 Cutover Support - OnSite (NPSG)	$74,777	$74,777	$0	
Hexagon Offline CAD	$121,850		$121,850	Added to options per customer's request 10/3

Negotiation Additions/Removals:

Services:

Additions:

- Customer Rules Engine (CRE) Services
- 30 Day Reliability Period
- Onsite customer support for Customer Functional Testing
- Added 1 Train the Trainer for OnCall Dispatch
- ACOM Services for PTT Interface

Removals:

- Consulting Services for Eventide Logging Recorder
- Qty: 5 - End User Training Classes
- Mobile Responder Train the Trainer

Software:

Additions:

- PTT Interface for ACOM

Software below has been replaced with SITE License:

- OnCall Dispatch Advantage
- OnCall Dispatch | Advanced Mapping
- OnCall Dispatch | Resource Management
- OnCall Dispatch | Scheduling & Facilities
- OnCall Dispatch | Customer Rules Engine Adv Client

- Added full use training environment licenses
Removals:
- Removed metered training environment licenses

Price Assumptions

- This pricing contemplates an Order being entered into by the Parties by December 15, 2025.
- Hexagon has included a Site License for Kitsap for their existing I/Dispatcher licenses (including the nine I/Dispatcher licenses being purchased under the Order) under current maintenance, which will convert to OnCall Dispatch licenses upon Cutover. Site Licenses are subject to the Site License Addendum with additional terms therein. Site licenses permit the agencies named in the Agreement to use the specific Hexagon Software Package(s) noted as SITE within the Bill of Materials in unlimited quantities as needed without an additional software license purchase fee while the site license Software Products remain under a valid maintenance contract with Hexagon, provided that during the first year following production use of the Site Licensed Products the Customer's usage does not exceed 120% or more of the base count number of Primary License Users specified in the Site License Addendum for twenty (20) or more days out of any sixty (60) consecutive day period. Following the first year of production, maintenance costs for site licenses will be adjusted to match actual usage after five (5) years of production use of the site license (after cutover).
- The Site License shall apply to I/Dispatcher and take effect immediately upon the signature of the Agreement provided the Agreement includes the purchase of the nine (9) additional dispatch licenses.
- Hexagon has included its Dynamo e-learning courses to prepare the Customer Core Team for the OnCall Dispatch configuration workshops. The Dynamo Curriculum/E-Learning Licenses (quantity of 12) included in this pricing are for a 12-month period to begin once the first training licenses are delivered during OnCall Dispatch Configuration Consulting 1.
- As the County is already under a maintenance agreement with Hexagon and derives its upgrade rights from that agreement, the County's solution will continue to be maintained pursuant to the then current version of that agreement.
- The third-party Kemp Load Balancer products procured by Hexagon are provided with a pre-paid 5-year pass-thru-warranty from the original manufacturer. The warranty commences on the date the product is shipped to the customer. After the initial 5 year period, the Customer will be responsible for purchasing ongoing maintenance.
- Third party CommSys software pricing provided is based on 7 agencies and a total of 184 sworn officers.
- Hexagon has included optional pricing for a quantity of 1 for the workstation hardware. . Workstation hardware includes five-year prepaid maintenance support.
- If available, third-party hardware procured by Hexagon is provided with a pre-paid 5-year pass-thru-warranty from the original manufacturer. The warranty for third party hardware commences on the date the hardware is shipped to the customer. Third party hardware warranties begin earlier than the commencement of Hexagon's first year of maintenance, which begins at Subsystem cutover. Accordingly, Hexagon's quoted maintenance prices may not include the price for third party hardware warranty coverage if Hexagon has provided three or more years of maintenance pricing. Most third-party hardware manufacturers consider the hardware to be at its

"end of life" after five years. At the end of the third-party warranty period, the customer may purchase additional warranty coverage, if available, at then current prices or procure replacement hardware since the original hardware is at its "end of life."

- To the extent Hexagon's ability to resell support for third party products ends during the term of the Agreement, then Hexagon shall be relieved of the obligation to provide such support, and the annual maintenance fee will be adjusted to account the removal of that software item.
- Third-party software included in the base system includes accompanying third-party maintenance. Some third parties begin software maintenance at cutover and others upon shipment. All have been included in the pricing appropriately based on an expected project timeline. If the project timeline is exceeded, additional third-party maintenance cost may be incurred which the Customer would be responsible for payment.
- Hexagon has included optional pricing for annual Business Process Review (BPR) workshops. As part of the workshop, Hexagon will visit the customer site for one week and focus its attention on configuration and workflow reviews, configuration updates for new functionality, and best practices for system administration and system maintenance. Topics of the reassessment will be identified through communications and direct meetings with customer representatives from all aspects of the system, including end users and system administrators. Hexagon will also observe operations as needed. From these observations, recommendations will be made for modifications or additions to configurations, workflow adjustments that could be made to operations, or training that might benefit the users or system administrators. Each annual BPR will require 90 day notice to proceed and will be billed once the workshop has been executed. Any unused BPR will not carryover to the following year. Please note the first BPR workshop will be used within 12 months following the cutover to production.
- Hexagon shall provide on-site technical resources to support the Customer during the week of Cutover as part of our standard project delivery methodology. In addition to these services, Hexagon has included optional pricing to provide on-site, 24-hour Cutover support during the first three days following the day of Cutover.
- The Options provided must be exercised through a Change Order no later than 30 days after formation of an Order.
- Unless otherwise noted, maintenance, project management services and implementation services ARE NOT included in optional pricing. A fixed quote can be provided when optional items are selected.
- As an option, Hexagon has included a value add for Offline CAD which enables users to take calls and dispatch/status units during loss of LAN/WAN connectivity and function in a local or offline mode, including the ability to synchronize the calls for service data collected once network connectivity has been restored.
- Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law

Bill of Materials

Description	Quantity
OnCall Dispatch Software	
HxGN OnCall Dispatch - Backup NL	1

Description	Quantity
HxGN OnCall Dispatch - Advantage CC	SITE
HxGN OnCall Dispatch - Advanced Mapping	SITE
HxGN OnCall Dispatch - Viewer CC	50
HxGN OnCall Dispatch - Resource Management	SITE
HxGN OnCall Dispatch - Scheduling & Facilities Management	SITE
HxGN OnCall Dispatch - Customer Rules Engine - Advantage	SITE
HxGN OnCall Dispatch - Customer Rules Engine - Editor	1
HxGN OnCall Dispatch - Customer Rules Engine - Server	4
HxGN OnCall Dispatch - Mobile Unit	110
HxGN OnCall Mobile Server	3
HxGN OnCall Dispatch - Mobile Responder Client CC	100
HxGN OnCall Dispatch - Informer	1
HxGN OnCall Dispatch - Notifications	1
HxGN OnCall Dispatch - PTT	2
HxGN OnCall Dispatch - Fire Link Interface	1
HxGN OnCall Dispatch - CAD Link Interface	1
HxGN OnCall Dispatch - Fire Station Printing	1
CAD to CAD OnCall Dispatch Interface	1
External Alarms OnCall Dispatch Interface	1
Fire Station Alerting OnCall Dispatch Interface	1
HxGN OnCall Dispatch - RestAPI NL	2
HxGN OnCall Dispatch - Call-Taker Interface	2
Body Worn Camera OnCall Interface	1

Description	Quantity
RapidSOS OnCall Call-Taker Interface	1
Dispatch Alerts OnCall Interface	1
HxGN OnCall Dispatch - RestAPI NL - Training	1
HxGN OnCall Dispatch - Advantage CC - TRN	4
HxGN OnCall Dispatch - Resource Management - TRN	4
HxGN OnCall Dispatch - Scheduling & Facilities Mgmt -TRN	4
HxGN OnCall Dispatch - Customer Rules Engine - Adv - TRN	4
HxGN OnCall Dispatch - Customer Rules Engine - Server - TRN	1
HxGN OnCall Analytics - Dispatch Data Warehouse 4 Core	1
HxGN OnCall Analytics - Power Visuals CC	3
Custom Interfaces	
CAD Interface to NCIC	1
CAD Interface to Telephone Device for the Deaf (TDD) (Zetron Max)	1
CAD Interface to EIS RMS (Query)	1
Kemp Load Balancers	
Progress Kemp Virtual LoadMaster LM-VA-5G	2
Third Party	
CommSys ConnectCIC	1
CommSys ASAP Interface	1
Optional Unit Price for Console	
HxGN OnCall Dispatch - Advantage CC	1
HxGN OnCall Dispatch - Advanced Mapping	1
HxGN OnCall Dispatch - Resource Management	1

Description	Quantity
HxGN OnCall Dispatch - Scheduling & Facilities Management	1
HPE Workstation Z4 G5, Xeon W5-2445 3.1 GHz - 32 GB - 512 GB, SSD - US - with HP Wolf Pro Security Edition, 5 year HP Care Pack Support	1
Optional Unit Price for MCT	
HxGN OnCall Dispatch - Mobile Unit	1
Optional Offline CAD	
HxGN OnCall Dispatch - Offline	25

Board of Directors Discussion Item Summary
November 4, 2025 (12:30 to 2:00)
Agenda Item #10

Agenda Item:	**Unrepresented Employees Salary Schedule**
Submitted By:	Maria Jameson-Owens
Title:	Executive Director
Attachments:	Unrepresented Salary Schedule Draft at 3% COLA

Budgetary Impact (If Applicable) $

Budgeted Amount:	$69,000
Expenditure Required:	$69,000
Budget Category:	Labor

Reviewed By:	Brandon Wecker, Maria Jameson-Owens, John Higashi, Rachael Taylor, Steve Rogers
Reviewed Date:	October 28, 2025

Summary Statement:

At the end of each fiscal year, the Board of Directors approves the upcoming year's salary schedule for unrepresented employees, including Admin, Management, and Extra Help. This increase is a Cost of Living Adjustment (COLA)—intended to maintain employees' purchasing power in line with inflation, rather than a change in base salary or merit-based pay.

Historically, the recommendation for unrepresented employees aligns with increases provided to represented employees under their Collective Bargaining Agreements (CBAs). For reference: the Operations CBA provides a 3% increase in January 2026 and 1% in July 2026. The Technical Group CBA provides a COLA of 2–3% based on the Consumer Price Index (CPI).

We are recommending a COLA for unrepresented employees of 2–3%, aligned with the Technical Services group. This is not a salary adjustment, it's a routine, inflation-based adjustment to keep pace with market conditions and support retention.

Attached are the current pay scales for unrepresented, management, and extra help positions, along with a 2026 draft reflecting a 3% COLA. The total cost of a 3% COLA is approximately $69,000 and can be accommodated within the approved 2026 budget.

Recommendation:
Provide direction on the unrepresented employee salary schedule with the intention of approving the COLA plan at the December 2, 2025, Board meeting.

2026 Unrepresented Employees Salary Schedule -DRAFT

Table 1

Management Pay Scales Effective 07/01/2025					
	Minimum		Salary Spread	Maximum	
Position	Annually	Hourly		Annually	Hourly
Executive Director	$ 265,408.00	$ 127.60	0%	$ 265,408.00	$ 127.60
M4 - Deputy Director	$ 172,452.67	$ 82.91	35%	$ 232,811.10	$ 111.93
M3 - Vacant	$ 156,964.61	$ 75.46	35%	$ 211,902.22	$ 101.88
M2 - Tech Mgr & Asst. Dir Ops	$ 153,975.29	$ 74.03	35%	$ 207,866.64	$ 99.94
M1 - HR & Finance Mgrs	$ 137,478.06	$ 66.10	35%	$ 185,595.38	$ 89.23
2026 Management Pay Scales with 3% COLA Effective 1/12/2026					
	Minimum		Salary Spread	Maximum	
Position	Annually	Hourly		Annually	Hourly
Executive Director	$ 273,370.24	$ 131.43	0%	$ 273,370.24	$ 131.43
M4 - Deputy Director	$ 177,626.25	$ 85.40	35%	$ 239,795.44	$ 115.29
M3 - Vacant	$ 161,673.55	$ 77.73	35%	$ 218,259.29	$ 104.93
M2 - Tech Mgr & Asst. Dir Ops	$ 158,594.55	$ 76.25	35%	$ 214,102.64	$ 102.93
M1 - HR & Finance Mgrs	$ 141,602.40	$ 68.08	35%	$ 191,163.24	$ 91.91

Table 2

Management Current Salary				
Title	Position	% of Max	Hourly	Annually
Assistant Director of Operations	M2	98%	$ 97.79	$ 203,399.45
Deputy Director	M4	100%	$ 111.93	$ 232,811.10
Executive Director	E.D.	100%	$ 127.60	$ 265,409.26
Finance Manager	M1	100%	$ 89.23	$ 185,595.37
HR Manager	M1	100%	$ 89.23	$ 185,595.37
Tech Manager	M2	87%	$ 86.98	$ 180,918.40
2026 Management Salary with 3% COLA				
		% of Max	Hourly	Annually
Assistant Director of Operations	M2	98%	$ 100.72	$ 209,501.43
Deputy Director	M4	100%	$ 115.29	$ 239,795.43
Executive Director	E.D.	100%	$ 131.43	$ 273,371.54
Finance Manager	M1	100%	$ 91.91	$ 191,163.23
HR Manager	M1	100%	$ 91.91	$ 191,163.23
Tech Manager	M2	87%	$ 89.59	$ 186,345.95

Table 3

Admin & Technical Pay Scales							
Effective:	**12/30/2024**						
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Admin 2	$ 44.30	$ 46.51	$ 48.80	$ 51.27	$ 53.84	$ 56.52	$ 59.36
Admin 1	$ 37.15	$ 39.01	$ 40.93	$ 43.01	$ 45.17	$ 47.41	$ 49.79
PRS	$ 31.19	$ 32.74	$ 34.38	$ 36.10	$ 37.90	$ 39.80	$ 41.79
Office Clerk	$ 21.34	$ 22.40	$ 23.53	$ 24.70	$ 25.94	$ 27.01	$ 28.59
PMRE 1	$ 99.94						
TECMAN 2	$ 78.77						
RPA 1	$ 78.46						
	Admin & Technical 2025 Annual Salary						
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Admin 2	$ 92,144.00	$ 96,740.80	$101,504.00	$106,641.60	$111,987.20	$117,561.60	$123,468.80
Admin 1	$ 77,272.00	$ 81,140.80	$ 85,134.40	$ 89,460.80	$ 93,953.60	$ 98,612.80	$103,563.20
PRS	$ 64,875.20	$ 68,099.20	$ 71,510.40	$ 75,088.00	$ 78,832.00	$ 82,784.00	$ 86,923.20
Office Clerk	$ 44,387.20	$ 46,592.00	$ 48,942.40	$ 51,376.00	$ 53,955.20	$ 56,180.80	$ 59,467.20
PMRE 1	$166,300.16						
TECMAN 2	N/A						
RPA 1	N/A						

2026 Admin & Technical Pay Scales							
Effective:	**1/12/2026**	**3% COLA**					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Admin 2	$ 45.63	$ 47.91	$ 50.26	$ 52.81	$ 55.46	$ 58.22	$ 61.14
Admin 1	$ 38.26	$ 40.18	$ 42.16	$ 44.30	$ 46.53	$ 48.83	$ 51.28
Office Clerk	$ 21.98	$ 23.07	$ 24.24	$ 25.44	$ 26.72	$ 27.82	$ 29.45
PMRE 1	$ 102.94						
TECMAN 2	$ 81.13						
RPA 1	$ 80.81						
2026 Admin & Technical Annual Salary							
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Admin 2	$ 94,910.40	$ 99,652.80	$104,540.80	$109,844.80	$115,356.80	$121,097.60	$127,171.20
Admin 1	$ 79,580.80	$ 83,574.40	$ 87,692.80	$ 92,144.00	$ 96,782.40	$101,566.40	$106,662.40
Office Clerk	$ 45,718.40	$ 47,985.60	$ 50,419.20	$ 52,915.20	$ 55,577.60	$ 57,865.60	$ 61,256.00
PMRE 1	$171,292.16						
TECMAN 2	$168,750.40						
RPA 1	$168,084.80						

Board of Directors Discussion Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #11

Agenda Item:	**2026 Board of Directors Meeting Schedule**
Submitted By:	Maria Jameson-Owens
Title:	Executive Director
Attachments:	Draft 2026 Super Tuesday Schedule

Budgetary Impact (If Applicable) N/A
Budgeted Amount:
Expenditure Required:
Budget Category:

Reviewed By:	Brandon Wecker, Maria Jameson-Owens
Reviewed Date:	October 28, 2025

Summary Statement:
Attached is a draft of the 2026 Super Tuesday schedule currently being considered by the relevant agency Boards that meet on the first Tuesday of each month. The coordinators of this schedule request that the Board do not vote to approve it until we are notified the agencies have reached consensus.

The draft mirrors the 2025 meeting schedule with monthly two-hour meetings at 12:30 on the first Tuesday of the month with Kitsap 911 sponsoring lunch for our Board members. The August meeting remains tentative.

Recommendation:
Review the draft schedule and provide any comments at the November 2025 meeting with the intention of approving it at the December 2025 meeting.

Super Tues 2026 DRAFT SCHEDULE (with break from 12:00-12:30 p.m.)

Kitsap Transit	Kitsap Public Health	Emergency Management	Kitsap 911	KRCC

January 6th

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-3:15	Emergency Management

February 3rd

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-4:15	KRCC

March 3rd

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-4:15	KRCC

April 7th

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-3:15	Emergency Management

May 5th

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-4:15	KRCC

June 2nd

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911 (L)
2:15-4:15	KRCC

July 7th

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-3:15	Emergency Management

August 4th (Typically no meeting, if approved by Board)

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)

September 1st

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911 (L)

October 6th

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-4:15	KRCC
4:30-5:30	Emergency Management

November 3rd

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911* (L)
2:15-4:15	KRCC

December 1st

8:30-10:00	Kitsap Public Health
10:30-12:00	Kitsap Transit
12:30-2:00	Kitsap 911 (L)
2:15-4:15	KRCC

NOTES:

(L) Boards in the 12:30 timeslot typically provide lunch for the board. Recommend having lunch delivered at 12:00 p.m. so board members can eat while the 12:30 agency sets up for their meeting.

Board of Directors Discussion Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #12

Agenda Item: **Progress Report of Strategic Initiative #5** Enhancing Service Management and Efficiency
Submitted By: Jamie Donley
Title: Assistant Director of Operations
Attachments:

Budgetary Impact (If Applicable)
Budgeted Amount:
Expenditure Required:
Budget Category:

Reviewed By: Brandon Wecker, Maria Jameson-Owens, John Higashi, Rachael Taylor, Steve Rogers
Reviewed Date: October 28, 2025

Summary Statement:
As Kitsap 911 faces increasing service demands, an evolving population, and rising expectations, adapting processes, optimizing technology, and improving efficiency are essential. This initiative aims to enhance service management, ensure effective resource allocation, and support a responsive, engaged workforce.

Focus Areas:

- **Managing Service Complexity:** Aligning service level expectations with workforce capacity and available resources.
- **Enhancing Call and Workflow Management:** Implementing strategies to efficiently manage non-emergency calls, refine call triage, explore smart call routing, and streamline workflows through process improvements and technology enhancements.
- **Enhancing Public Education & Alternative Resources:** Expanding outreach efforts to educate the public on 911 alternatives, self-service resources, and the role of Kitsap 911.

Workplan:

Managing Service Complexity

- **Action 1**: Evaluate current service level expectations and adjust based on workforce capacity and operational priorities. This includes incorporating data from staffing trends, overtime analysis, and employee feedback from Stay Interviews to ensure service delivery is sustainable.
    - **Timeline**: Annually
    - **Progress :** **Ongoing - Operations filled a scheduler position that is able to take some workload off Supervisors to allow them to be focused on professional development and performance .**

Enhancing Call and Workflow Management

- **Action 1:** Launch a new non-emergency phone number by the end of 2025 to divert lower priority calls away from emergency lines. This effort will reduce call congestion and provide the public with a clearly defined alternative.

  - **Timeline:** Q3-Q4 2025
  - **Progress : A non-emergency phone number has been identified. We are currently working on the plan and will present it to management mid-November with implementation before end of 2025.**

- **Action 2:** Research and evaluate AI-driven technologies and workflow automation solutions, including smart routing of calls based on urgency or caller needs.
  - **Timeline:** Research in Q2-Q3 2025; Pilot evaluation in Q1–Q2 2026
  - **Progress : In review and research.**
- **Action 3:** Research and evaluate paperless options to increase efficiency and reduce waste with regard to technology and workflow procedures.
  - **2025 Deliverable TSG–** Paperless Inventory Process
  - **2025 Deliverable Operations-**
    - Paperless data entries for agencies we serve.
    - Paperless trade/leave slips
  - Timeline: Research in Q2 2025; Pilot evaluation in Q3–Q4 2025, with annual review process for improvements.
  - **Progress : TSG has gone paperless with inventory. Operations are paperless for agencies regarding data entry. TSG identified a digital scanner/fax that will be implemented before end of year.**

Public Education & Alternative Resources

- **Action 1**: Increase public awareness of 911 alternatives through a strategic outreach campaign focused on the new non-emergency line and available self-service resources. Efforts will include social media, agency partnerships, and event-based outreach.
  - **Timeline:** Launch Q3 - Q4 2025; campaigns ongoing annually
  - **Progress : In planning phase**

- **Action 2:** Develop educational materials and events to inform the community about the role of Kitsap 911, how emergency dispatch functions, and why certain protocols exist. This will help manage public expectations and promote more appropriate use of services
  - **Timeline:** Ongoing, with annual evaluations.
  - **Progress : In planning phase**

Success Measurement:

- Improved Service Efficiency: Enhanced call triage and the use of non-emergency lines will optimize how calls are managed and dispatched.
- Better Resource Utilization: Staff will be better positioned to handle high-priority calls, with reduced overtime and burnout due to smarter workload distribution and technology support.
- Stronger Public Engagement: Increased awareness of 911 alternatives.

Conclusion:

By focusing on these interconnected strategies, Kitsap 911 will improve operational capacity, strengthen internal processes, and better serve the public. This initiative is critical for maintaining a responsive, sustainable, and trusted emergency communication system as we grow into the future.

Progress Summary:

Our fifth strategic initiative focuses on three key areas: managing service complexity, enhancing call and workflow management, and strengthening public education and alternative resources.

In Managing Service Complexity

We've appointed a dedicated scheduler to manage timekeeping, promotions, vacations, and leave coverage for both Operations and Technical Services. This has significantly reduced administrative workload and allowed supervisors to focus on their core responsibilities.

For Enhancing Call and Workflow Management, several actions are underway. The non-emergency phone number has been identified, and a detailed work plan is being finalized for management review in mid-November. We are also continuing to research artificial intelligence in 911 operations, attending conferences, webinars, and collaborating with other centers to identify best practices. Lastly, the Technical Services team has transitioned to paperless processes, including a new digital fax and scanning solution and the completion of a paperless inventory system for 2025, improving both efficiency and sustainability.

Under Public Education and Alternative Resources, the Public Education Committee is developing content to support the rollout of the new non-emergency number and to help the community better understand how Kitsap 911 fits into the broader public safety and emergency response system.

Board of Directors Discussion Item Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #13

Agenda Item:	**Progress Report of Strategic Initiative #1 Board Education, Alignment, and Structure Review**
Submitted By:	Maria Jameson-Owens
Title:	Executive Director
Attachments:	

Budgetary Impact (If Applicable)
Budgeted Amount:
Expenditure Required:
Budget Category:

Reviewed By:	Brandon Wecker, Steve Rogers
Reviewed Date:	October 28, 2025

Rationale:
As we navigate an increasingly complex landscape, it is essential that the Board of Directors has a deep understanding of the challenges and opportunities facing Kitsap 911. To ensure we remain focused and effective in decision-making, a comprehensive approach to strengthening the Board's knowledge, alignment, and organizational structure is the focus of this initiative.

Elements of this initiative are:

- **Education:** Provide targeted learning to help the Board understand Kitsap 911 operations, external pressures, and public safety trends.
- **Alignment:** Build a shared vision and support open dialogue to guide unified, strategic decision-making.
- **Structure Review:** Evaluate and refine the Board's structure to strengthen adaptability, accountability, and governance.

How We Will Accomplish:

Education

- **Action 1**: Provide new and existing board members with an overview of Kitsap 911's mission, services, and structure. Organize tours of the 911 center and shadowing opportunities to see operations firsthand.
    - **Timeline**: Onboarding for new members; annual refreshers for current members.
    - Progress: **On-going – Five Board members have completed on-site observations at Kitsap 911. Additionally, a dispatcher presented to the Board in June, sharing detailed information on the duties, challenges, and impacts of the dispatcher role.**

- **Action 2**: Present key metrics (e.g., call volumes, response times, budget) regularly, using easy-to-understand visuals.
  - **Timeline**: Annually
  - **Progress: Complete for 2025 – Performance measures were presented to the Board of Directors on March 4, 2025. The 2024 Annual Report was distributed on April 2, 2025.**
- **Action 3**: Keep the board informed on industry changes, technology, and regulatory updates. Highlight real-life examples of Kitsap 911's impact on the community and its services.
  - **Timeline**: Regularly in meetings.
  - **Progress: Updates will continue to be incorporated into regular Board meetings.**

Alignment

- **Action 1**: Host at least one annual in-depth strategy workshop to align Board members around a shared vision and mission, address emerging challenges, external factors, and refine the Board's strategic direction, ensuring effective decision-making.
  - **Timeline**: Annual
  - **Progress: Complete for 2025 – The Board retreat was held on January 21, 2025.**
- **Action 2**: Encourage continuous engagement that fosters candid conversations and strengthens collaboration among Board members, member agencies, and staff.
  - **Timeline**: Ongoing
  - **Progress: Informal collaboration and engagement efforts among Board members, agencies, and staff are ongoing.**

Review Board Structure and Composition

- **Action 1**: Assess the current number of representatives from each agency to determine if the structure is equitable and reflective of the needs of Kitsap 911. Facilitate discussions with key stakeholders, including agency representatives and senior leadership, to understand their perspectives on the current structure. Use feedback from Board members and stakeholders to guide decision-making about any structural adjustments that may be needed.
  - **Timeline**: By the end of Q1 2026
  - **Progress: In-progress. Consultant report expected at the December 2025 or January 2026 BOD meeting. This will also be a topic for the board retreat to be scheduled in February 2026.**
- **Action 2**: Review best practices in governance for elected official Boards to determine if changes to the number of representatives, committee structures, or roles could improve efficiency and fairness.
  - **Timeline**: By the end of Q1 2026
  - **Progress: This is incorporated into the ongoing Board structure review described above.**
- **Action 3**: Explore the possibility of restructuring the Board to more equitably balance representation from various agencies, ensuring it aligns with Kitsap 911's strategic needs.
  - **Timeline**: By the end of Q1 2026
  - **Progress: This is incorporated into the ongoing Board structure review described above.**

- **Action 4**: Based on findings, recommend any adjustments to the Board structure, ensuring it enhances fairness, effectiveness, and the ability to make informed decisions.
    - **Timeline**: By the end of Q2 2026
    - **Progress: Dependent on the outcome of the review.**
- **Action 5**: Create a clear action plan for implementing changes, including changes needed to charter and bylaws and communicate these adjustments to all stakeholders.
    - **Timeline**: Dependent on the outcome of the review.
    - **Progress: Dependent on the outcome of the review.**
- **Action 6**: Set up a regular review process to evaluate the effectiveness of the new structure in promoting equitable representation and efficient decision-making.
    - **Timeline**: Dependent on the outcome of the review.
    - **Progress: Dependent on the outcome of the review.**

Executive Summary
Kitsap 911 Board of Directors

Summary

For the year-to-date period ended September 30, 2025, revenues were above, and expenditures were below expectations. A large equipment reimbursement grant in July 2025 bolstered YTD revenues, and sales tax revenues are higher year over year, but with indications of possible stagnation. Year to date, operating expenditures are lower than budget, almost entirely due to the timing of the Radio Project. Significant recurring costs (e.g., LTE connection, radio system maintenance) were expected, and budgeted for in the 2025 budget, however due to an update to the Project's timeline, most of those payments are expected to begin in Q1 2026.

Revenues

As of September 30, 2025, we have received approximately $16.50M (53.69%) of projected annual revenues, which was above our year-to-date forecast of $14.65M by approximately $1.86M (12.71%).

> Sales Tax – We have received approximately $11.15M (79.20%) of the total projected sales tax revenues, which was above our year-to-date forecast of $10.40M by approximately $749K (7.20%); half of this amount, approximately $374K, is from Proposition 2, the proceeds for which are assigned for use on the Radio and other technological capital projects, as well as certain operating expenditures, as approved by the Board.
>
> Excise Taxes – we have received approximately $2.07M (76.04%) of the total projected excise tax revenues, which was in line with our year-to-date forecast of $2.04M, over by approximately $28K (1.38%).
>
> Other Revenues – We have received approximately $3.28M (23.53%) of the total projected for other revenues, which was above our year-to-date forecast of $2.21M by approximately $1.07M (48.51%). This variance from the YTD budget was primarily due to the receipt of a $0.6M grant from the WA State Military Department in July 2025. This was a reimbursement for costs incurred for certain capital projects, including the replacement of dispatch console workstations, data logging recorder, and the uninterrupted power supply (UPS) system. Excluding this grant, other YTD revenues totaled $467K (21.15%), primarily driven by investment interest revenues. These are higher than originally anticipated due to the timing of the large milestone payments for the Radio Project; these were originally expected in early 2025 but are now likely to occur in late Q4 2025 and Q1 2026.

Executive Summary
Kitsap 911 Board of Directors

<u>Operating Expenditures</u>

As of September 30, 2025, we have expended approximately $11.73M (64.79%) of our total operating expenditures appropriation, which was under our year-to-date expectation of $13.00M by approximately $1.27M (9.80%).

> <u>Labor</u> – We have expended approximately $10.09M (78.14%) of our total operating salaries and benefits budget, which was under our year-to-date goal of $10.45M by approximately $364K (3.48%).
>
> <u>Goods and Services</u> – We have expended approximately $1.64M (31.64%) of the total non-labor operating expenditures, which was below our year-to-date goal of $2.56M by approximately $911K (35.64%). This variance from budget is primarily due to the timing of certain operating expenditures for the Radio Project. These costs were originally expected to start in early 2025, but given the revised timeline, they are likely to begin in Q1 2026 instead.

<u>Proposition 2-Funded Capital Project Expenditures</u>

As of September 30, 2025, we have expended approximately $4.09M (27.37%) of our total annual appropriation of $14.96M.

<u>Other Capital Projects and Non-Operating Expenditures</u>

As of September 30, 2025, we have expended approximately $63K (82.72%) of our total annual appropriation of $76K.

<u>Debt and Cash Reserves</u>

> <u>Debt</u> – As of September 30, 2025, no new debt obligations have been incurred, and no reserves have been used, however, based on the projected timing for both the completion of Phase 1 and the start of Phase 2 in 2026, we expect to draw down approximately $10M from our line of credit, under the previously-approved Master Financing Agreement (“MFA”). Once approved by the Board, we would expect the funds to be available for use within 45 days and will be used to fund the acquisition and construction of additional tower sites, radio system equipment, and microwave system equipment. Debt servicing costs are expected to be approximately $1M per year over the 20-year term.
>
> Additionally, by the end of 2027, it is possible that we will need to draw down an additional $4-6M from the MFA for other equipment for the Radio Project; if this additional funding is needed, a separate tranche will be created for it, with a term that more closely aligns with the shorter useful lives (5-10 years) of the assets, however this drawdown is not recommended at this time.
>
> <u>Stabilization Fund</u> – The Stabilization Fund is intended to be funded using non-Proposition 2 revenues only, however this may fluctuate from month to month, based on the performance of non-Proposition 2 revenues and YTD expenditures.

Risks

A slowing economy poses 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 this and other risks over the coming months.

Kitsap 911 Public Authority

Budget Status Report

For the Nine Months Ended September 30, 2025

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
REVENUES					
Sales and Excise Taxes					
Sales Tax	$ 5,575,643	$ 5,201,200	107.20%	$ 7,040,065	79.20%
Sales Tax (Proposition 2)	5,575,643	5,201,200	107.20%	7,040,065	79.20%
Telephone Excise Taxes	2,066,914	2,038,765	101.38%	2,718,354	76.04%
Total Sales and Excise Taxes	13,218,200	12,441,166	106.25%	16,798,484	78.69%
Agency Fees and Surcharges					
Agency User Fees	1,863,525	1,650,464	112.91%	2,200,619	84.68%
NPRV MCT Surcharges	25,478	93,261	27.32%	124,347	20.49%
Total Agency Fees and Surcharges	1,889,003	1,743,725	108.33%	2,324,966	81.25%
State and Federal Funding					
State Military Grant	71,263	50,000	142.53%	50,000	142.53%
State and Community Highway Grant	1,752	1,606	109.09%	2,142	81.81%
Other Grants	603,704	-	0.00%	-	0.00%
Total State and Federal Funding	676,719	51,606	1311.31%	52,142	1297.85%
Other Revenues					
Tower Lease Revenue	427,387	341,272	125.23%	455,029	93.93%
Investment Interest	275,920	63,123	437.12%	84,164	327.84%
Debt Proceeds	-	-	0.00%	11,000,000	0.00%
Miscellaneous Revenues	7,874	6,782	116.10%	9,043	87.07%
Total Other Revenues	711,181	411,177	172.96%	11,548,236	6.16%
TOTAL REVENUES	**$ 16,495,103**	**$ 14,647,674**	**112.61%**	**$ 30,723,828**	**53.69%**
OPERATING EXPENDITURES					
Labor and Personnel					
Salaries and Wages - Ops	$ 6,251,583	$ 6,815,272	91.73%	$ 8,437,955	74.09%
Benefits - Ops	1,467,493	1,516,051	96.80%	1,877,016	78.18%
Payroll Taxes - Ops	473,128	545,047	86.80%	674,821	70.11%
Subtotal Labor and Personnel - Ops	8,192,204	8,876,370	92.29%	10,989,792	74.54%
Salaries and Wages - TSG	1,439,021	1,553,203	92.65%	1,923,013	74.83%
Benefits - TSG	320,550	370,936	86.42%	459,254	69.80%
Payroll Taxes - TSG	133,742	127,669	104.76%	158,066	84.61%
Subtotal Labor and Personnel - TSG	1,893,313	2,051,808	92.28%	2,540,334	74.53%
Budgeted Attrition	-	(478,883)	0.00%	(622,548)	0.00%
Total Labor and Personnel	10,085,517	10,449,295	96.52%	12,907,577	78.14%
Debt Service					
Debt Service Payments - Principal	$ -	$ -	0.00%	$ 150,000	0.00%
Debt Service Payments - Interest	-	-	0.00%	320,000	0.00%
Total Debt Service	-	-	0.00%	470,000	0.00%
Building and Tower Sites					
Lease/Rent Payments	236,632	451,330	52.43%	699,703	33.82%
Repairs and Maintenance - Facilities	89,205	70,451	126.62%	280,158	31.84%
Insurance	117,606	213,398	55.11%	213,398	55.11%
Utilities	168,553	147,273	114.45%	200,208	84.19%
Total Building and Tower Sites	611,997	882,452	69.35%	1,393,467	43.92%

Kitsap 911 Public Authority

Budget Status Report

For the Nine Months Ended September 30, 2025

	Year-to-Date Actual	YTD Budget	% of YTD Budget	Annual Budget	% of Annual Budget
Computer and Other Equipment					
Repairs and Maintenance - Equipment	107,412	425,161	25.26%	1,462,023	7.35%
Software	397,946	355,795	111.85%	540,489	73.63%
Total Computer and Other Equipment	505,358	780,956	64.71%	2,002,512	25.24%
Supplies and Professional Services					
Supplies	27,587	45,079	61.20%	64,573	42.72%
Professional Services	220,429	376,737	58.51%	484,345	45.51%
Communications	213,015	340,890	62.49%	593,368	35.90%
Total Supplies and Professional Services	461,030	762,705	60.45%	1,142,287	40.36%
Other Operating Expenditures					
Travel and Training	30,291	66,878	45.29%	99,563	30.42%
Miscellaneous	35,841	62,199	57.62%	89,643	39.98%
Total Other Operating Expenditures	66,132	129,076	51.24%	189,206	34.95%
SUBTOTAL OPERATING SUPPLIES & SERVICES	**$ 1,644,518**	**$ 2,555,190**	**64.36%**	**$ 5,197,471**	**31.64%**
TOTAL OPERATING EXPENDITURES	**$ 11,730,035**	**$ 13,004,485**	**90.20%**	**$ 18,105,048**	**64.79%**
CAPITAL AND OTHER NON-OPERATING EXPENDITURES					
Proposition 2-Funded Projects					
LMR and Radio Replacement Projects	$ 2,931,618			$ 13,072,395	22.43%
All Other Projects	1,162,458			1,885,347	61.66%
Total Proposition 2-Funded Projects	4,094,075			14,957,742	27.37%
Other Non-Operating Projects					
Capital Projects	62,867			76,000	82.72%
Total Other Non-Operating Projects	62,867			76,000	82.72%
SUBTOTAL OTHER NON-OPERATING PROJECTS	**$ 4,156,942**			**$ 15,033,742**	**27.65%**
TOTAL EXPENDITURES	**$ 15,886,977**			**$ 33,138,791**	**47.94%**

Kitsap 911 Public Authority

Fund Balance Report
As of September 30, 2025

Cash Balances	As of:	
Beginning Cash and Cash Equivalents	**09/30/2025**	**08/31/2025**
Non-Custodial Cash in Bank	$ 2,736,149.56	$ 4,061,290.08
Investments	8,786,167.71	7,606,482.16
Total Cash and Cash Equivalents	**$ 11,522,317.27**	**$ 11,667,772.24**

Source of Funds	**09/30/2025**
Beginning Proposition 2 Balance	$ 8,205,470.13
Net Change from Use of Funds	441,772.11
Ending Proposition 2 Balance	**$ 8,647,242.24**
Beginning Balance from All Other Sources	$ 3,462,302.11
Net Change from Use of Funds	(587,227.08)
Ending Balance from All Other Sources	**$ 2,875,075.03**
Total Cash from All Sources	**$ 11,522,317.27**

Stabilization Fund and Periodic Debt Analysis

Stabilization Fund	
Ending Cash Balance (Exluding Prop 2)	$ 2,875,075.03
17% of Budgeted Operating Expenditures	3,077,858.24
Regular Funds in Excess/(Deficit) of Threshold	**$ (202,783.21)**
Debt Finanacing Recommendation	
Ending Cash Balance (Prop 2)	$ 8,647,242.24
Minimum Excess Cash Level	2,500,000.00
Prop 2 Funds in Excess/(Deficit) of Threshold	**$ 6,147,242.24**

Kitsap 911 2025 Key Projects and Initiatives

Technical Projects				Estimated		
Proj/Task#		Project/Initiative	Priority	Start	on	Status
2019	1	Backup Center - Phase 1	3	9/30/2022	Q4 2025	In Progress - Late
2023	2	Cyber Security Upgrade	3	Q4 2023	Q4 2025	Late
2023	3	Replace AV System	4	Q4 2023	Q4 2025	In-Progress
2023	4	Dispatch Floor Project - Carpet	3	Q4 2023	Q2 2025	Complete
2023	5	Dispatch Floor Project - Soundproofing	3	Q4 2023	Q2 2025	Complete+
2023	6	Dispatch Floor Project - Console Furniture	2	Q4 2023	Q4 2025	In Progress
2025	7	CAD Upgrade Part 1	1	9/1/2024	Q3 2025	Complete
2025	8	Data Center Improvement	4	Q1 2025	Q1 2026	In Progress - Late
2025	9	SonicWall Replacement	2	Q1 2025	Q1 2026	In Progress - Late
2025	10	Firewall Cluster at Backup Center	3	Q4 2024	TBD	TBD
2025	11	Windows Server Licensing	3	Q1 2025	Q3 2025	Complete+
2025	12	Temp Sensors at all sites	4	Q1 2025	Q4 2025	Complete+
2025	13	PowerRecall Implementation	4	Q1 2025	Q3 2025	Complete+
2025	14	QA program	3	Q4 2024	Q3 2025	Complete+
2025	15	CAD Upgrade Part 2	1	Q3 2025	Q3 2026	In Progress
2025	16	Backup Center - Phase 2	3	TBD	TBD	Not Started

Microwave Expansion Project (Multi-Year)				Estimated		
Task#		Milestone	Priority	Start	on	Status
MVE	1	Complete microwave hops to additional radio sites	2	Q1 2025	Q4 2025	Not Started

LMR Replacement Project (Multi -Year)				Estimated		
Task#		Milestone	Priority	Start	Completion	Status
LMR	1	Integration Testing of Radio System, Console system, CAD, etc.	1	Q2 2024	Q1 2025	Complete
LMR	2	Move Radio Equipment to Tower Sites	1	Q3 2024	Q1 2025	Complete
LMR	3	System Testing and Acceptance of Phase 1 Sites	1	Q1 2025	Q4 2025	Not Started
LMR	4	DC Power Systems Replacement	2	Q4 2023	Q2 2025	Complete
LMR	5	Complete replacement of Law Portable Radios	1	Q1 2025	Q4 2025	In Progress
LMR	6	Phase 1 Coverage Testing	2	Q2 2025	Q3 2025	In Progress
LMR	7	Complete Replacement all Law Mobile Radios	1	Q1 2025	Q4 2025	In Progress

Board of Directors Standing Report Summary

November 4, 2025 (12:30 to 2:00)

Agenda Item #18

Agenda Item:	**Staffing Report**
Submitted By:	Rachael Taylor
Title:	Human Resources Manager
Attachments:	None

Summary Statement:

Since the last board meeting we haven't lost any employees. We have 8 vacant positions on the dispatch floor. That number does not account for the two additional positions we added in 2025.

Since the last board meeting we had two dispatchers and one call receiver signed off. We have two dispatchers and three call receivers in training.

We posted our telecommunicator position in mid-September and received a record number of applicants. After over 50 panel interviews, we've narrowed it down to 10 candidates who are currently in background investigations. We plan to hire up to 6 people for our January 12th academy.

We are fully staffed in both our admin and technical services groups.