



Kitsap 911 Board of Directors Meeting

February 3, 2026 (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.

CONSENT AGENDA

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 Board Meeting Packet. Click on blue text to view the item.](#)

- A. Approval of Minutes: [Board of Directors 01-06-2025](#)
- B. Approval of Payment of Claims
 - 1) [A/P Warrant Numbers: 7758 through 7820](#)
Total \$1,439,679.86
 - 2) [A/P Electronic Payments: December 26, 2025 – January 23, 2026](#)
Total: \$21,493.77
 - 3) [Payroll Dated: 01-02-2026 and 01-16-2026](#)
Total: \$1,431,869.26
 - 4) [Use Tax Dated: Dec 2025](#)
Total Increase: \$ 7,857.62
- C. Ratification of Executed Contracts (Includes contracts for budgeted items)
 - a. [K911-095 Compensation Study Cabot Dow](#) \$7,995
 - b. [K911-096 Executive Search Karras Consulting](#) \$34,900



Kitsap 911 Board of Directors Meeting on January 6, 2026

Via Virtual Meeting and Norm Dicks Government Building

ATTENDING:

Board of Directors:

David Ellingson, Fire Commissioner (Chair)
Ed Stern, City of Poulsbo Mayor
John Gese, Kitsap County Sheriff's Office
Clarence Moriwaki, City of Bainbridge Island
Bob Muhleman, Fire Commissioner
Gerald Preuss, Fire Commissioner
Rob Putaansuu, City of Port Orchard
Christine Rolfe, Kitsap County Commissioner
Oran Root, Kitsap County Commissioner
Katie Walters, Kitsap County Commissioner
Greg Wheeler, City of Bremerton Mayor (Vice Chair)

Staff:

Maria Jameson-Owens, Executive Director
Brandon Wecker, Deputy Director
Rachael Taylor, Human Resources Manager
Steve Rogers, Finance Manager
John Higashi, Technical Services Manager
Scott Peabody, Radio Program Manager
Chris Law, Training Program Manager
Barrie Hillman, Executive Assistant

Absent:

Jennifer Chamberlin, City of Bremerton
2nd City of Bremerton Councilperson not yet assigned

Guests:

Ken Bagwell
Chief Joe Clark, Bainbridge Island Police Department
Chief Rick LaGrandeur, North Kitsap Fire & Rescue
Chief Jared Moravec, Bainbridge Island Fire Department
Chief Jeff Faucett, South Kitsap Fire and Rescue
Chief Brian George, Port Gamble Police Department
Chief Jay Christian, Central Kitsap Fire and Rescue
Bryce Odin
Alex Boeddeker
Jennifer Andrews
Drew Tetrick
Gigi Smith, Mission Critical Partners
Kevin Bayer, Mission Critical Partners
Michele Moen

Call to Order: Chair David Ellingson called the meeting to order at 1230.

Additions:

None.

Public Comment:

None.

Consent Agenda

Chair Ellingson introduced the consent agenda items.

Director Katie Walters asked for clarification on several large payments made to Carolyn Wixson and asked for clarification. Executive Director Maria Jameson-Owens indicated that these are rent and tenant improvement payments for the Backup Center. Director Walters requested that a note or company name be added to the accounts payable report. Ms. Jameson-Owens indicated that would be added.

Director Walters moved to approve the Consent Agenda including approval of minutes from the Board of Directors 12-02-2025 meeting; the approval of payment of claims for A/P Warrant Numbers 7679 through 7757 totaling \$2,347,362.09; ACH payments November 26 through December 26, 2025, totaling \$48,504.49; payroll dated 12-05-2025 and 12-19-2025 totaling \$949,335.40; and the Use Tax dated November 2025 with a total increase of \$85.90. Director Clarence Moriwaki seconds. Motion passed unanimously.

Welcome New Board Members

Chair Ellingson welcomed Poulsbo Mayor Ed Stern and South Kitsap Fire Commissioner Gerald Preuss to the board. He indicated this will be an exciting experience for them doing something that is of extreme importance to the county for the safety and security of everyone.

Action Items**Election of Chair/Vice Chair**

Chair Ellingson asked for nominations for Chair for 2026. Director Preuss nominated Dave Ellingson as Chair.

Director Preuss moved to elect Dave Ellingson as Chair. Director Katie Walters seconded the motion. Motion passed unanimously.

Chair Ellingson asked for nominations for Vice-Chair for 2026. He indicated that Director Greg Wheeler has done an outstanding job as Vice Chair for almost 16 years.

Director Bob Muhleman nominated Director Wheeler for Vice Chair.

Director Muhleman moved to elect Greg Wheller as Vice-Chair. Director Oran Root seconded the motion. Motion passed unanimously.

Director Wheeler compared his experience backing up Chair Ellingson as being the backup quarterback.

Approval to Enter in Contract Negotiations for Compensation Study and Executive Director Search

Ms. Jamson-Owens indicated that at the November Board meeting, the Board approved the Executive Hiring Plan. The plan has five phases. Phase 1 is the selection of two separate firms to conduct the management compensation study and the executive recruitment.

For the compensation study, four firms responded to the Request for Qualifications (RFQ) and two were interviewed. The panel recommends Cabot Dow & Associates out of Bellevue, Washington. They specialize in public safety compensation, take a hands-on approach using source data, and their estimated cost is \$6,000–\$8,000 within budget

For the Executive Search seven firms responded to the RFQ and two were interviewed. The panel recommends Karras Consulting out of Olympia, WA. They are a boutique firms with high recommendations, offering a collaborative, and inclusive search process. Estimated cost is \$35,000, also within budget.

Chair Ellingson indicated they would address each one by one.

Director Moriwaki moved to enter into contract negotiations with Cabot Dow & Associates for the compensation study as described. Director Muhleman seconded the motion. See below.

Discussion:

Director Rolfes said that the budgeted amount is \$80,000 but those are different than what was said. Ms. Jameson-Owens indicated that was what was budgeted before we knew what the costs would be. The proposals offered lower estimates of \$6,000 to \$8,000 for the compensation study and no more than \$35,000 for the executive search.

Director Rolfes asked if we are approving the negotiations for the compensation study not to exceed \$8,000. Ms. Jameson-Owens confirmed yes, not to exceed \$8,000 and not to exceed \$35,000 for the executive Search.

Director Rolfes asked where these numbers are in the packet. Director Jameson-Owens said it is in the Statement of Qualifications from each vendor near the back. She also said both companies can fulfill the need to have the Executive Director in place by August.

Director Rolfes moved to amend the motion to say “not to exceed \$8,000” in the contract negotiations. Director Root seconded the amendment motion. Motion passed unanimously.

Director Walters asked if the questions about the comparables from the last compensation study would be taken into consideration and that we request that they look at the comparables that our jurisdiction chose. Not to include King County.

Director Jameson-Owens said that on our agenda today is to form the Hiring Committee and one of the tasks is meeting with each of the vendors to discuss comparables and process.

Director Rolfes clarified that the motion is to enter the negotiations but not approve a contract. Ms. Jameson-Owens confirmed that.

Director Moriwaki moved to enter into contract negotiations with Cabot Dow & Associates for the compensation study not to exceed \$8,000. Director Muhleman seconded the motion. Motion passed unanimously.

Chair Ellingson asked for a motion to approve entering contract negotiations for the executive search.

Director Moriwaki moved to enter into contract negotiations with Karras Consulting for the Executive Director Search not to exceed \$34,900. Director Rolfs seconded the motion. Motion passed unanimously.

Discussion

Director Moriwaki indicated that the City of Bainbridge Island's City Manager is leaving at the end of the month and he participated in an interview process for this kind of service. The one thing he is looking for is the amount of in-person to meet with staff and that the in-person is very critical. The proposal is very similar in terms of phasing and this one is a very complete application.

Formation of the Executive Director Hiring Committee (EDHC)

Ms. Jameson-Owens shared that to ensure an efficient, inclusive, and well-informed recruitment process, we recommend the Board establish a Hiring Committee. This group will work with the Executive Search Consultant, provide organizational insight, evaluate candidates, and develop a recommendation for full Board approval.

She recommends that the committee be comprised of:

- Up to 4 Board members for governance oversight
- 4 Strategic Advisory Board (SAB) representatives (2 fire, 2 law) for agency perspective
- Human Resources Manager to ensure compliance and best practices
- Current Executive Director for operational insight
- Executive Assistant to support logistics and coordination
- Three 911 staff representatives from Operations, Technical Services, and Administration to share staff perspective

Participation in the Hiring Panel requires a commitment to timely and active engagement.

Members are expected to:

- Actively participate in meetings, reviews, and interviews
- Meet deadlines to keep the process on schedule
- Maintain strict confidentiality about applicants, discussions, and materials

The committee develops recommendations, but the full Board retains final approval of the Executive Director.

Chair Ellingson said that there are five distinct organizations represented on the Board now and asked if there is any problem putting five on the committee. Ms. Jameson-Owens said that as long as five can be committed to the process, they can do that. Chair Ellingson corrected that it is four organizations: Kitsap County, City of Bremerton, the Small Cities and the Fire Commissioners. He asked who would be put forward for Kitsap County.

Director Rolfes asked if we need to do it by organization. Chair Ellingson said that it gives them equal representation and it's a very important selection that has to meet the needs of every organization represented here. Director Rolfes indicated they were not prepared to pick today.

Chair Ellingson asked if the decision could be delayed until next month. Ms. Jameson-Owens indicated that as long as we have a decision next month that should be fine.

Director Rob Putaansuu expressed support of the four groups but he would like to have more conversation on the staff and the other groups. Ms. Jameson-Owens shared some background information of how they have historically done when hiring management positions. We allow the staff to give their perspective but they don't have a vote or score in the final decision.

Chair Ellingson directed that each organization meet between now and the next meeting to come up with their recommendations for the Hiring Committee.

Director Rolfes commented that this is an enormous committee with 14 people. Director Putaansuu agreed.

Ms. Jameson-Owens said they are open to having less but who to cut out? There is a large interest from the SAB for Chief involvement which she agrees is very good as they work very closely with the Executive Director of Kitsap 911.

Director Wheeler said that as one of his other duties as assigned was to participate on a hiring committee to bring in the new director that we promoted from within. He asked who was on that committee. Chair Ellingson said it was the Executive Board. Ms. Jameson-Owens said it was not the Executive Committee but Director Wheeler, Director Chamberlain, Director Erickson and Chair Ellingson.

Chair Ellingson said Director Wheeler was Chair of the committee.

Director Moriwaki shares the concern the committee is too large as well. A role like this should be outside the agency. That's one of the reasons why it is a public agency so that elected officials are serving on the board to direct and we should have that be part of our responsibilities. He asked what the SAB was. Ms. Jameson-Owens said it is the Strategic Advisory Board of the Fire Chiefs and Police Chiefs.

Director Moriwaki said that it just adds too many people. He thinks the Board has a good enough sense of how the agency is and if we did have questions we could reach out to an appropriate staff person to ask questions of what the responsibilities are. He urges at a minimum four Board members and he is agnostic on the SAB committee.

Chair Ellingson suggested that there are four on the committee but the other organizations could interview those candidates and provide their input to the four members of the Board.

Ms. Jameson-Owens asked for clarification that they want to reduce the committee to just four members of the board. Chair Ellingson confirmed four members but some subordinate committees are made up of Kitsap 911 staff and the SAB that could meet separately and discuss the qualifications of various individuals and provide their feedback to the four members of the board.

Ms. Jameson-Owens indicated she wants to be sure this process keeps moving and recapped that first the subcommittees would also meet with the consultant and the consultant would provide a list of top candidates and the four Board members would be the last phase of the hiring committee which they would interview the candidates and make an official recommendation to the Board.

Chair Ellingson asked Chief Rick LaGrandeur of the SAB if that worked for the SAB. Chief LaGrandeur said he can't speak for the whole SAB but he would add it to their next agenda to discuss it. He had a similar process within in his own organization and in concept, he thinks it would work to move forward.

Chair Ellingson said this might streamline the process and Ms. Jameson-Owens agreed.

Ms. Jameson-Owens said that it would be helpful to have the four board members involved in the initial meeting where they are telling the consultants exactly what you are looking for. Then we break down into the subcommittee status, weed down the list and then they go back to the four board members.

Director Root indicated he would be the Kitsap County Representative.

Director Moriwaki said he wants to be involved in this.

Director Muhleman indicated that he felt Chair Ellingson should be on the committee because of his previous experience and leadership.

The Board determined the members of the Executive Director Hiring Committee from the Board will be Director Root, Director Wheeler, Chair Ellingson, and Director Moriwaki.

Discussion Items

Board Effectiveness and Composition Study Report

Ms. Jameson-Owens shared that Gigi Smith with Mission Critical Partners is here to review the

findings of the Board Effectiveness & Composition Study which was conducted as part of Strategic Initiative #1.

Ms. Smith shared a [slide deck](#) based on the [full report](#) and thanked the board members for meeting with her at the start of this process where the theme was truth over harmony. She did hear the truth in those interviews but also respect and professionalism. While the Board has a nice foundation there are some recommendations that the Board may or may not act upon.

Ms. Smith shared her credentials and background in public safety telecommunications. She shared that Mission Critical Partners (MCP) was invited to come in as one of the strategic initiatives approved by the Board to do a proactive assessment of the composition, effectiveness and to see how that aligns with the mission and objectives.

Ms. Smith reviewed the Board's definition of success for the study would be. She reviewed the strengths of the board including their professionalism, their strong knowledge in their respective positions, they demonstrate self-awareness and a need for change and they exhibit agility. Adopting the five strategic initiatives and those are consistently mentioned. The SAB has the potential to provide objective oversight, external insights and be subject matter experts to enhance the Board's decision making.

Ms. Smith reported on the limitations of the Board which include that trust has not yet been fully developed with new leadership; the deliberations are hampered by the prioritization of municipal costs; Board members have time constraints that hinder preparedness; meetings can sometimes get contentious and feel personal; Board members have a general knowledge of public safety but limited experience to 911 specifically; the current size of the Board presents challenges for efficient discussion and decision-making.

Ms. Smith shared recommendations for the Board to consider. She recommended that the Board restructure the size of the board to seven to reduce the perception of unbalanced representation, to promote a unified strategic focus and improve efficiency and decision-making. They recommend one representative each from Kitsap County, Bremerton, Poulsbo, Bainbridge, and Port Orchard. Additional she recommends that either one of the Fire Commissioners or the Chair or Vice Chair from the SAB that is from a fire agency be on the board and either the Chair or Vice-Chair that is from law enforcement be on the board.

She recommends that the Board amend the Bylaws and Charter to require the board members appoint an alternate and then utilize the alternate when they are unavailable. She shared statistics on Board member attendance and use of alternates.

Ms. Smith recommended that the Kitsap 911 Board meet on a different day than Super Tuesday to help increase preparedness and reduce meeting fatigue. She also recommended that the

meeting take place at Kitsap 911. This allows for more visibility to build professional relationships with the staff and leadership.

Ms. Smith also recommended a mandatory onboarding program for new board members and Kitsap 911 executives. Meeting the staff and gaining understanding of the technology they use and its purpose as well as understanding their working conditions.

Under the topic of Governance and Decision-Making, Ms. Smith recommends creating clearly defined expectations to manage overlapping duties. One of the most prevalent themes she heard was the challenge of balancing Kitsap 911 obligations with the loyalty and the fiduciary responsibilities of the Board's respective jurisdictions. Separating those two hats can be challenging but success first begins by recognizing the inherent tension and then learning more about the 911 Center to have a better foundation for understanding why leadership may ask for something and to weigh complex decisions.

She recommends that the Executive Director and Chair increase their collaboration on planning and preparing for each meeting. The Chair should be initiating a meeting to talk through the agenda and the Chair should reach out as the voice and conduit of all information to other Board members to ensure they have good understanding. The Executive Director should continue to provide additional resources after the meetings as well. Continue reporting out monthly on the large projects like the radio project in a standardized format. Having a standardize cadence of information makes for easy reference and access.

Ms. Smith recommended that Kitsap 911 adapt and standardize the reports on Returns on Investments (ROI) for projects to assure a better understanding and demonstrating the ROI which is as important as the initial request. It confirms alignment with the strategic initiatives, fosters accountability, supports data-driven decision-making, and validates the financial benefits to the stakeholders. Standardizing the ROI can provide consistency, streamline audits and enhance the ability to assess the investment and resource allocation. Ms. Smith commended the Board for adopting the five strategic initiatives and reporting monthly for reviewing the status.

The Financial Oversight and Resource Allocation recommendations are to regularly work with the SAB and 911 leadership to explore funding models and cost saving innovations. Nothing should ever come as a surprise. Maintain a consistent and transparent reporting framework with a philosophy of continual improvement. She recommends a consistent transparent reporting framework. Continue the radio reports and posting them to the website. Using the SAB to help answer technological questions.

The Communication and Relationships recommendations include continuing to collaborate with other regional 911 governing boards. Establish a structured protocol for communication and

information-gathering between meetings. Hold standing monthly meetings between the Chair and Executive Director. Identify opportunities for Board engagement with staff outside of Board meetings which is another reason to have the meetings at Kitsap 911. Engage with their Facebook postings.

Chair Ellingson said this was an enlightening presentation and a big chunk of information that the Board will need to take time to process. Ms. Smith recommended taking it a step at a time and they will build off the one another.

Ms. Smith shard her contact information and encourage the Board to reach out if they have questions.

Ms. Jameson-Owens shared that after the meeting, the full vendor report will be emailed to you. Please review the entire report and be prepared to discuss potential next steps at a Board Retreat to be scheduled in February 2026.

T4 Position

Ms. Jameson-Owens said that during initial planning for the Radio Project, we anticipated the need for additional staffing to support implementation and long-term maintenance, but the timing was uncertain. We didn't know when we were going to need to increase staff and so it was not put in the 2026 Budget. The project has now progressed to a point where workload has increased significantly, and additional support is needed and some of the current support is diminishing.

Radio system support currently consists of one full-time employee and one Extra Help employee, whose hours will be reduced to 25 hours per week in 2026. In addition, a highly tenured radio employee is retiring this month.

Without additional staffing:

- Implementation timelines may be impacted
- Project quality could be compromised
- Critical institutional knowledge will be lost

I am proposing that we add one full-time, permanent radio position to support system implementation, and gain hands-on knowledge during deployment. and transition into long-term system maintenance position. Bringing someone in will help us to understand the system and maintain the system after it is complete.

The T4 is a senior technical services position. The estimated annual cost, including benefits is about \$154,000. While this position is not included in the 2026 operating budget, it can be fully funded from Proposition 2 sales tax revenues received in excess of our 2025 budget

expectations.

Director Moriwaki asked if this new position would be focused on the new radio project. Ms. Jameson-Owens confirmed yes because the two people building the radio project are temporary. It is very important to hire a permanent position that will know the ins and out of implementation and then maintain it.

Director Moriwaki asked what the source of the funds is. Ms. Jameson-Owens said it would come from the 2nd 1/10th of 1% of sales tax that is never-ending.

Director Moriwaki asked if this is a continuing position that will increase the budget for the project. Ms. Jameson-Owens confirmed it is a permanent position.

Chair Ellingson said but this will be offset by the temporary positions. Ms. Jameson-Owens agreed they would offset it eventually.

Director Root asked when the current Radio Program Manager, Scott Peabody, retires. Ms. Jameson-Owens said that he has not set a retirement date but has committed to being with us through system implementation.

Director Root said timing is crucial to make sure we have a good radio system in place before he leaves and there is enough coverage there to overlap. Chair Ellingson said you lose a lot of institutional knowledge if you don't do that.

Board Self Review Preparation

Maria Jameson-Owens indicated that earlier this year, the Board adopted expectations for its work, focusing on four areas: collaboration & communication, active engagement, integrity & Ethics, and accountability & growth.

We agreed to review performance annually. We ask all board members, including 911 staff, to reflect on their own performance and the Board's overall effectiveness, focusing on areas of strength where we are meeting or exceeding expectations as well as challenges or areas we can improve.

We have designated time scheduled at the board retreat to be held in February to discuss any notes that you want to cover at that retreat so we can have an effective conversation.

Strategic Initiative #3 Progress Report

Human Resources Manager, Rachael Taylor, reported that she would be providing an update on the three-year comprehensive hiring and retention plan. The first action item completed was the introduction of the new Professional Development program and mentor program. Training

for these was completed in the fourth quarter and these programs have been well-received by the employees. This will be the start of guiding them towards meeting long and short-term goals.

Ms. Taylor indicated that we have also completed our succession plan survey and will use that information to hold meaningful stay interviews with employees. The results of the survey will also be used for 2026 recruitment planning.

Retention efforts will never be considered complete but we successfully negotiated two collective bargaining agreements that included competitive benefits and wages. Also, the Wellness committee had more engagement than ever before with new challenges and activities. And we are continuing regular check-ins with new employees to address any needs or concerns they have during their first year of employment.

Ms. Taylor said that in 2026 we will continue strengthening the new programs that have been introduced and continue the work to refine job descriptions and competencies and to try in-person testing to increase accessibility for job candidates.

Director Rolfe said that when were just hearing the discussion of how we can be more effective and every once in a while, she gets a social media ad for jobs and Kitsap 911 and they always seem fun with positive comments and they reflect well on the organization.

Strategic Initiative #4 Progress Report

Training Program Manager, Chris Law, reported on the fourth strategic initiative which is a comprehensive training and development plan to continue through 2027. As a reminder, this initiative focuses on our efficiency of new hire training, strengthening employees' skill sets, and developing employees for future leadership opportunities. This initiative also ensures we continue developing our current leaders and complete collaborative training with our partner agencies which will enhance our operational capabilities.

Training at Kitsap 911 is constant in all areas. Each time we deliver any training to a call receiver, new employee, dispatcher, instructors or at quarterly trainings we continually seek feedback on their training experiences. We take that feedback and adjust the training as needed to continually enhance and strengthen our training program. All the feedback from the 2025 year has been incorporated into the new training manuals for 2026.

We average 12-13 weeks for each of the call receiving certifications and the law enforcement radio certification. We average about 2 to 3 weeks for the fire radio certification. We received Washington State Public Safety Telecommunicator certification for six of our new employees this year, two of which remained as call takers. The other four received dual certification in both call taking and law enforcement dispatch and they are going to fire training or have

already completed it. The operations and technical staff are required to complete a minimum of 24 hours of continuing education each year. Almost all employees average around 40 or more hours throughout the year. These continuing education hours for operations staff are required by law to maintain their state certification and the hours for the tech staff are required to satisfy a state contract.

Ms. Law indicated that during the last two quarters of 2025, we participated in live fire drills with the fire agencies which received great feedback from both the agencies and our dispatchers. We identified ways to improve some of the communication and to streamline some of the processes. Those are continuing in 2026.

The first training meeting scheduled with Law Enforcement is this month and some advance brainstorming has been done to prepare.

Standing Reports

Strategic Advisory Board (SAB) Report

Chief Rick LaGrandeur reported that the SAB did not meet in December and there is nothing new to report. He offered to answer any questions.

Director Rolfes asked if he had any reactions to the presentation made about the Board. Chief LaGrandeur indicated he can only speak to his personal reactions and not on behalf of the SAB. He indicated it was good to see all the information that was gathered and that it is transparent. He requested that all of the SAB get a copy of the full report so that they can also discuss it at their next meeting and provide input. It was a good process and a positive thing.

Land Mobile Radio Project

Radio Program Manager, Scott Peabody shared a [slide deck](#) to report on the status of the project. The overall big picture included the two twelve highlights for 2025 that list the major accomplishments completed on the project over the last year including the installation of the foundational power and microwave system, replacement of over 500 radios already, coverage testing is complete and training development is under way.

The mobile radio installations is over two months ahead of plan despite a quality problem that has been resolved. The Fire mobile installations are on track with Central Kitsap Fire & Rescue starting next week.

Monthly Financial Report

Financial Manager, Steve Rogers, reported that in November on the revenue side, sales tax

dipped a little bit, but the growth curve is still flat and we're still just under 7% above expectations. Excise taxes are still right in line with budget, user fees and tower lease revenues fluctuate every month due to the timing of payments, and other revenues are still about a million dollars higher year to date. The biggest two drivers of that are first, the \$604,000 equipment grant we received in July, and second, the \$340,000 in investment interest that we've received year to date from keeping more of our Proposition 2 money invested for longer than originally anticipated. From a forecasting perspective, though, these are outliers, since all our 2026 grant applications were denied, and we're spending most of the Proposition 2 money very soon. Excluding those two, other revenues received year to date are only about \$164,000, due to the timing of when we receive user fee and tower lease revenue payments.

As for our labor budget, we were under by about 4% year-to-date, and for non-labor operating costs, we were a little over 11.5% under budget, which was almost entirely due to the revised timeline for Phase 2. The new operating costs for the new radio system are significant and will begin once we sign off on the current phase of the project, which should still happen in Q1.

As far as Proposition 2-funded capital projects are concerned, so far, we've spent about \$5.6 million of the \$15 million allocation, and for our other projects that are not funded by Proposition 2, we've spent about \$73,000, or 96% of the allocation.

Looking at our fund balances, on the Proposition 2 side, we currently have about \$8 million, and our balance from all other revenue sources is right around \$3.2 million, which doesn't give us much wiggle room to keep the stabilization fund fully funded. For 2025, if we hadn't had additional investment interest, and for 2026, if we hadn't updated the user fees, we would not have been able to keep that funded without using Proposition 2 funds. Time will tell but seeing things like that is good confirmation that we made the right call to keep Kitsap 911 on solid footing.

Director Ed Stern asked if the stabilization funds is a reserve. Mr. Rogers indicated we follow the Government Finance Officer's Association recommendation which is to keep 17% of our operating expenditures in a stabilization fund. It is unencumbered funds – about 2 months' worth.

Goals and Tech Project Report

Technical Services Manager, John Higashi, shared the following [report](#):

2019-1 Backup Center

The goal of Phase 1 is to bring online the new alternate location that meets or slightly exceeds the current Kitsap 911 backup functionality at the courthouse. The generator has been fully commissioned and put into service and that completes Phase 1 of the five major requirements

of phones, radios, Internet, backup power and the generator. Now we will focus on Phase 2 to improve operational functionality and connectivity.

2025-9 SonicWall Replacement

This replaces the equipment that establishes the Fire Department Purvis automated alerting network securely. All the firewalls at the fire stations have been completed and the final step is to decommission the old primary unit later this month.

2025-15 CAD Upgrade Part 2

The contract was approved and signed in December 2025 and the kick off meeting is scheduled this month in January 2026. The hardware has been ordered to prevent delays and avoid anticipated cost increases.

2025-16 Backup Center Phase 2

With the completion of Phase 1, we have started planning Phase 2 to improve connectivity and functionality to improve backup 911 and dispatch operations which currently involves analog phones, portable radios and pen and paper cards.

Mr. Higashi indicated that he will review the 2025 projects and introduce the 2026 projects at the Board Retreat.

Chair Ellingson requested that the list of projects have color coding to indicated if they are running late or at risk of running late.

Staffing Report

Human Resources Manager, Rachael Taylor, reported that since the last board meeting, haven't lost any employees. We have four new employees starting call taker training on Monday and that will bring us to being short 6 employees on the floor. We are posting the Assistant Director of Operations position on Monday and hope to hire for this position by the end of February.

Good of the Order

Ms. Jameson-Owens said that Executive Assistant, Barrie Hillman, will be sending a Board Retreat meeting poll after the meeting for Board members to indicate their availability.

In addition Ms. Hillman will send out an electronic version of the on-boarding notebook created for new board members. This is also uploaded to the governance webpage.

Director Rolfe requested that when the agenda for the retreat is distributed that the Board Self-Review homework be reiterated.

Director Wheeler requested plenty of time to discuss the Board restructuring topic fully as the number one priority.

Director Root shared that in South Kitsap they had a recovery off the Tremont Bridge with multiple agencies involved. Central, Bremerton, South Kitsap, even Poulsbo were all there doing mutual aid and it was very well organized.

Chair Ellingson indicated we have seen that kind of activity lately including the ferry that ran aground on Bainbridge Island.

Director Root said the family was very appreciative.

Director Moriwaki said that most of them are on the Board prior to this meeting and that Kitsap Transit saved the day on the beached ferry.

Chair Ellingson shared that the meeting was informative and progressive and he felt that we are going to launch something really great for Kitsap 911 this year.

The Meeting adjourned at 1406.

The next scheduled meeting of the Kitsap 911 Board of Directors is February 3, 2026, at 1230 Virtually or In-Person at Norm Dicks Government Chambers.

Board Composition & Effectiveness Study

Kitsap 911, Washington

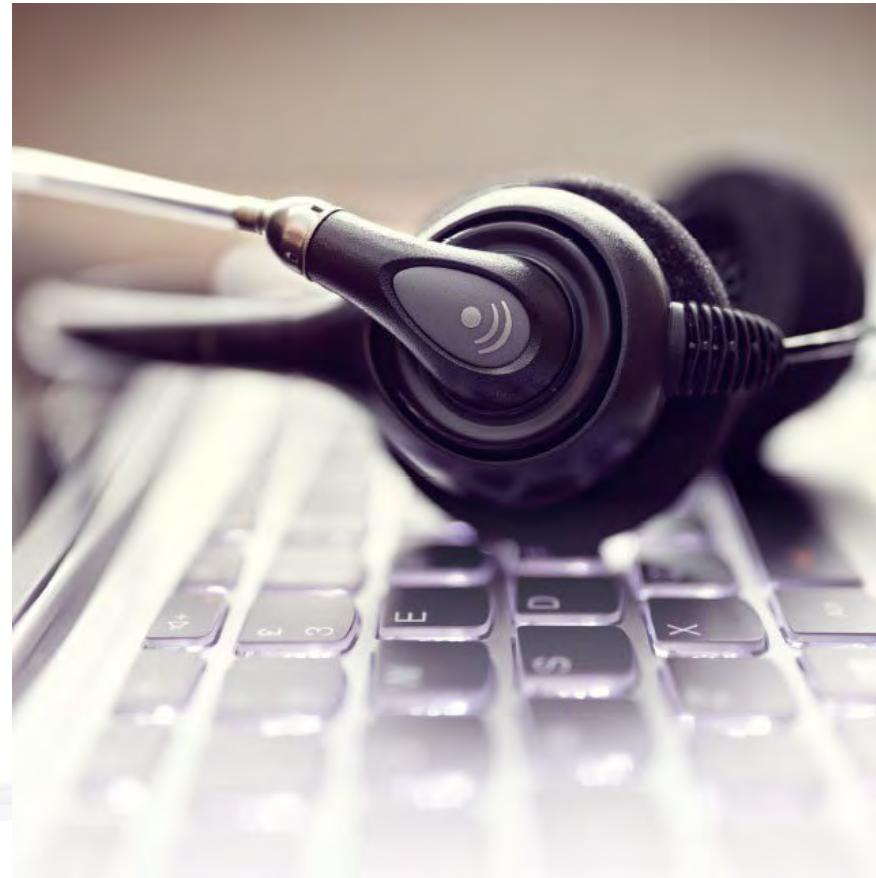
January 6, 2026

Your Mission Matters

M Mission**Critical**Partners

Why we were there

As one of the strategic initiatives approved by the Kitsap 911 Board of Directors, a proactive assessment of the Board's composition, effectiveness, mission, and objectives was completed.



Definitions of Success

- *“A review and comparison of best practices for board composition and effectiveness”*
- *“Actionable items for discussion and implementation”*
- *“Tools to move strategically into the future”*
- *“Best practices to aid in preventing stagnation and encouraging new ideas”*
- *“Recommendations based on best practices”*
- *“Clear guidelines to keep the board from drifting off-mission and how to course-correct”*
- *“Consideration of the Board’s time constraints and busy schedules”*

Leading with Purpose Strengths & Limitations

A large, semi-transparent network graphic is positioned on a blue gradient background. The graphic consists of numerous small, light-blue dots connected by thin, light-blue lines, forming a complex web of triangles and polygons. It is oriented diagonally, with a cluster of dots in the upper right and another cluster in the lower left, separated by a large, open triangular space.

Your Mission Matters

M MissionCriticalPartners

Insights – Strengths

- Board members are professionals with strong knowledge of their respective positions and organizations.
- Members demonstrate self-awareness and acknowledge the need for change and improvement.
- The Board exhibits situational agility; while reactive, the increased meeting frequency has resulted in positive outcomes.
- The Board has adopted five strategic initiatives guiding Kitsap through 2027.
- Strategic initiatives are consistently included in Board discussions.
- The SAB has a standing place on the monthly Board agenda.
- Fully utilizing the SAB has the potential to provide objective oversight, external insights and subject matter expertise – leading to enhanced decision making and informed, mission-aligned guidance.

Insights – Limitations

- Although new leadership is in place, trust has not yet been fully reestablished. This reflects the impact of past events rather than a judgement of current leadership and will require intentional trust-building actions moving forward.
- Board deliberations may prioritize municipal cost impacts, which can limit advancements of initiatives proposed by 911 leadership.
- Board members have time constraints due to service on multiple boards, which may hinder preparedness and availability for Kitsap 911.
- Meeting discussions can become contentious and are occasionally perceived as personal rather than issues-focused.
- Board members have general knowledge of public safety but limited experience specific to 911 operations.
- The current size of the Board presents challenges for efficient discussion and decision-making.

Governance, Strategy, Stewardship



Your Mission Matters

M Mission**Critical**Partners

Board Structure, Composition, and Roles - Recommendations

- Restructure the Board to seven members.
- Amend the Charter and Bylaws to require Board members to appoint an alternate and utilize such alternate when available.
- Hold Board meetings at Kitsap 911's center, and on a day other than Super Tuesday.
- Develop a policy that authorizes the Chair to remove members from the Board under defined circumstances.
- Consider establishing term limits for Board members.
- Amend the election cycle for Chair and Vice Chair from annual to biennial.
- Implement a mandatory onboarding program for new Board members and Kitsap 911 executives.
- Continue scheduling the annual Board retreat.

Governance and Decision Making - Recommendations

- Manage overlapping duties through clearly defined expectations.
- Identify timelines for making decisions on complex issues to balance thorough consideration with timely outcomes.

Strategic Vision - Recommendations

- Adapt how returns on investment (ROIs) are presented to the Board to assure a better understanding.
- Maintain a monthly cadence to review the status of the current strategic initiatives.

Financial Oversight & Resource Allocation - Recommendations

- Regularly work with the SAB and 911 leadership to explore funding models and cost-saving innovations.
- Maintain a consistent and transparent reporting framework with a philosophy of continual improvement.

Communication and Relationships – Recommendations

- Continue to collaborate with other regional 911 governing boards.
- Establish a structured protocol for communication and information – gathering between meetings.
- Hold standing monthly meetings between the Chair and Executive Director.
- Identify opportunities for Board engagement with staff outside of Board meetings.

The Board's choice to evaluate its own structure and effectiveness, in line with its governing documents, show strong institutional self-awareness.

This self-reflection, while potentially requiring new roles and relationships, leads to greater accountability, more efficient decision-making, improved governance, and better use of time.

MCP is recommending that the Board modify its structure, improve knowledge on 911 operations and strengthen communication and relationships within the Board and the 911 center.

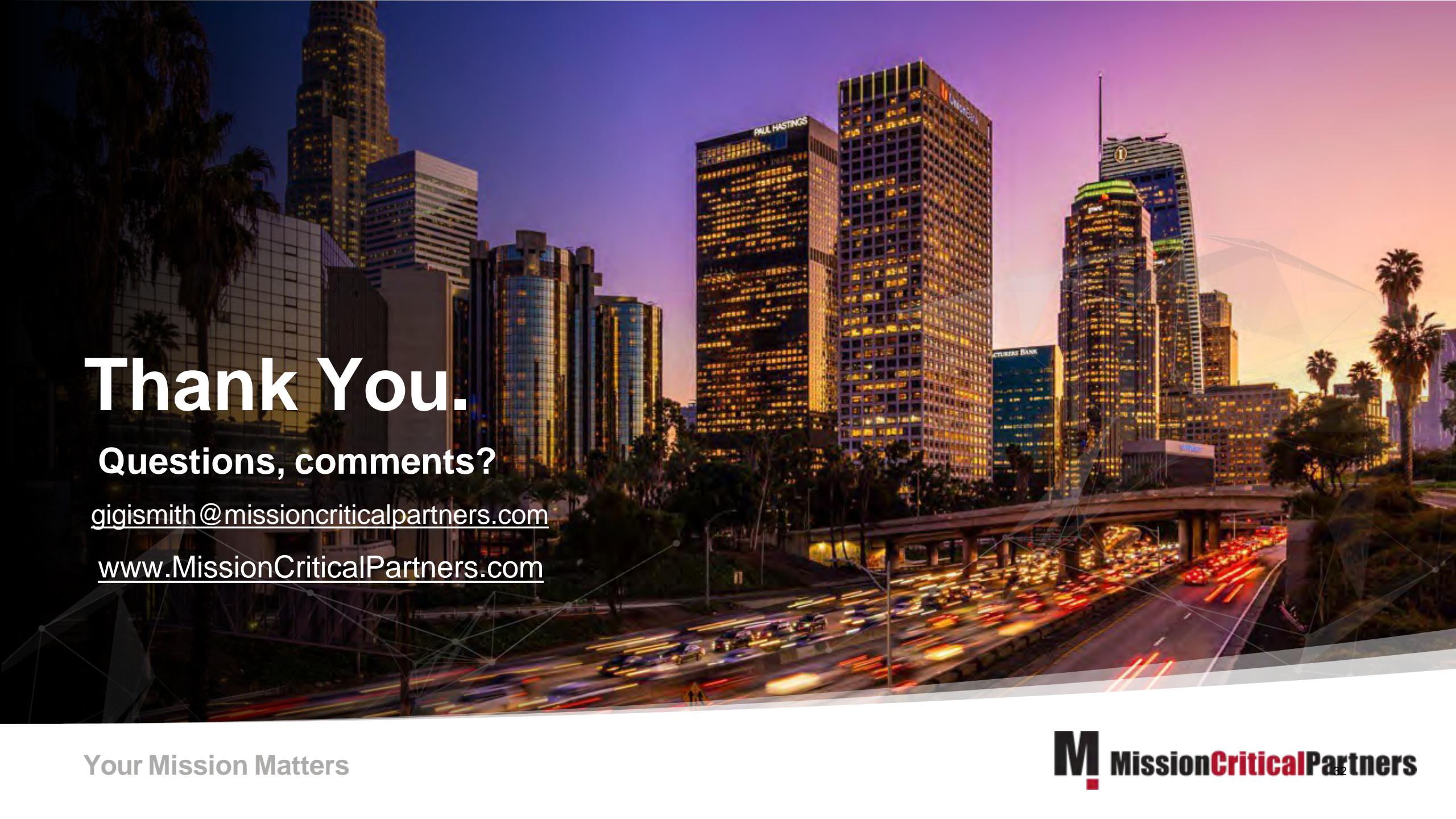
These actions aim to foster trust, boost efficiency, increase readiness, and establish effective governance aligned with best practices – enabling the Board to enhance its effectiveness and provide sound mission-focused governance to the communities of Kitsap County.



Questions?

Your Mission Matters

M Mission**Critical**Partners



Thank You.

Questions, comments?

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Your Mission Matters

M Mission**Critical**Partners



Board Composition and Effectiveness Study

Final Report

January 2026

Kitsap 911, Washington

M
MissionCriticalPartners

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Background

In the summer of 2025, Kitsap 911 contracted with Mission Critical Partners® (MCP) to proactively assess the composition and effectiveness of its Board of Directors (Board). Aligning with the Strategic Initiatives adopted by Kitsap 911 and the Board, this assessment focused on the Board's obligations and responsibilities to oversee Kitsap 911's operations and funds, address any deficiencies, and assure that the purposes described in the Ordinance and Charter are reasonably accomplished.

This study provides an account of MCP's learned insights, observations, research, experience, and best practices. The recommendations and anticipated outcomes found in this report are intended to build upon the Board's current foundation so that, together, Kitsap 911 and the Board can continue their recent successes, strengthen partnerships, and effectively represent the communities they serve, while allowing leadership to make targeted changes in key areas.

At the onset of this project, stakeholders shared their definitions of success, which identified current challenges and highlighted desired outcomes:

- A review and comparison of best practices for board composition and effectiveness
- Actionable items for discussion and implementation
- Tools to move strategically into the future
- Best practices to aid in preventing stagnation and encouraging new ideas
- Recommendations based on best practices
- Clear guidelines to keep the board from drifting off-mission and how to course correct
- Consideration of the Board's time constraints and busy schedules

MCP conducted both on-site and virtual listening sessions with Board members, Strategic Advisory Board (SAB) representatives, Kitsap 911 leadership, staff, and supporting division(s). During each listening session, stakeholders were asked a set of questions encompassing six elements:

1. Role of the Board and mission alignment
2. Board composition and structure
3. Governance and decision-making
4. Strategic visioning
5. Financial oversight and resource allocation
6. Communication and relationships

As a result of the information-gathering process—which included listening sessions, a cadence of biweekly meetings, research of external board compositions, and a review of Kitsap 911's governance documents—MCP formulated recommendations for improvement where warranted.

MCPs analysis found that stakeholders recognize a need to make changes to areas such as the Board's makeup and current processes to improve efficiency, procedures, and relationships. While some of the Board's current decisions and activities are the result of past situations, MCP emphasizes a forward-looking approach only, with recommendations focused on future improvements outlined in this report.

Leading with Purpose

The role of a board of directors includes setting the organization's overall strategic objectives, selecting top executive(s), and protecting the interests of its stakeholders.¹ Additionally, duties such as managing potential conflicts of interest, adhering to fiduciary duties, and safeguarding transparency necessitate that a board of directors takes proactive measures, including maintaining a regular cadence for reviewing governing documents, prioritizing education and training, and fostering a culture of open communication. When roles and responsibilities are clearly understood, the organization's mission is supported, and the seven characteristics of good governance² are followed, the success of both the board of directors as the governing body and the organization as the operational entity can be attributed to these vital elements.

While the Board itself does not have a mission statement, Kitsap 911's vision statement contains guiding principles with which the Board can align itself:

Kitsap 911 will be the benchmark provider of public safety emergency communications services in the state as evidenced by innovation, professional excellence, reliability and customer service. We will be a self-sufficient and fiscally stable agency known for good stewardship and transparency. We will employ and develop highly effective professionals in an employee-friendly, service-focused environment.

The current composition of the Board has existed before Kitsap 911³ was formally established. In 2016, the original Kitsap County ordinance⁴ creating Kitsap 911 identified the following *minimum* five-member Board:

ONE COUNTY COMMISSIONER

ONE FROM THE CITY OF BREMERTON (MAYOR, COUNCIL MEMBER, FIRE CHIEF, OR POLICE CHIEF)

ONE FROM EITHER PORT ORCHARD, POULSBO, OR BAINBRIDGE ISLAND (MAYOR, COUNCIL MEMBER, CITY ADMINISTRATOR, CITY MANAGER, OR POLICE CHIEF)

ONE FIRE COMMISSIONER (APPOINTED BY THE FIRE COMMISSIONERS ASSOC), AND

THE SHERIFF

Currently, as documented in the Charter, the Board has 13 members. The Charter and Bylaws also identify two subcommittees of the Board:

- *Executive Committee*, whose purpose was to exercise certain limited authority and make decisions necessary to ensure the efficient operation of Kitsap 911, and
- *Strategic Advisory Board (SAB)*, whose purpose is to advise the Board and Kitsap 911 Executive Director.

¹ <https://www.investopedia.com/terms/b/boardofdirectors.asp>

² Follows rule of law, transparency, responsiveness, consensus oriented, equal and inclusive, accountability, and participation

³ Cencom

⁴ <https://mrsc.falcon-software.com/getmedia/5b53e7a1-beaf-4b29-be14-1c8b2816f433/k540532-2016.pdf>



In the spring of 2025, the Executive Committee was dissolved, and its powers and duties were absorbed by the full Board, resulting in the need to meet monthly rather than quarterly. The SAB remains in place and is composed of police and fire chiefs from Kitsap 911's participating agencies.

Insights

Strengths

- Board members are professionals with strong knowledge of their respective positions and organizations.
- Members demonstrate self-awareness and acknowledge the need for change and improvement.
- The Board exhibits situational agility; while often reactive, the increased meeting frequency has resulted in positive outcomes.
- The Board has adopted five strategic initiatives guiding Kitsap 911 through 2027.
- Strategic initiatives are consistently included in Board discussions.
- The SAB has a standing place on the monthly Board agenda.
- Fully utilizing the SAB has the potential to provide objective oversight, external insights and subject-matter expertise—leading to enhanced decision-making and informed, mission-aligned guidance.

Limitations

- Although new leadership is in place, trust has not yet been fully reestablished. This reflects the impact of past events rather than a judgment of current leadership and will require intentional trust-building actions moving forward.
- Board deliberations may prioritize municipal cost impacts, which can limit advancement of initiatives proposed by 911 leadership.
- Board members have time constraints due to service on multiple boards, which may hinder preparedness and availability for Kitsap 911.
- Meeting discussions can become contentious and are occasionally perceived as personal rather than issue-focused.
- Board members have general knowledge of public safety but limited experience specific to 911 operations.
- The current size of the Board presents challenges for efficient discussion and decision-making.

Governance, Strategy, and Stewardship

Board Structure, Composition, and Roles

A common challenge in board governance is outdated board composition⁵. Optimally, a board should include forward-thinking, collaborative, and action-oriented leaders committed to both the near- and long-term goals of the entity they serve. Boards that are overly large and/or stagnate risk diminished effectiveness, inefficiencies, and slowed decision-making.

While there is no national standard for the size or makeup of a governmental board of directors, MCP found that boards consisting of five to eleven members are most common. Best practices indicate that effective boards are composed of members who:

- Are agile, well-informed, and prepared to make timely decisions
- Offer diverse perspectives, experience, and knowledge
- Balance the needs of their primary roles while prioritizing the organization they serve

Recommendations

- Restructure the Board to seven members.
- Amend the Charter and Bylaws to *require* Board members to appoint an alternate and utilize such alternate when unavailable. The alternate should be prepared to vote and act on behalf of the absent member.
 - Retain the existing requirement that alternates' names be submitted to the Board in writing.
- Hold Board meetings at Kitsap 911's center, and on a day other than Super Tuesday.
- Develop a policy that authorizes the Chair to remove members from the Board under defined circumstances.
- Consider establishing term limits for Board members.
- Amend the election cycle for the Chair and Vice Chair from annual to biennial.
 - Implement an "immediate past chair" position.
 - Mandate rotation of Vice Chair position every two years.
- Implement a mandatory onboarding program for new Board members and Kitsap 911 executives.
- Continue scheduling the annual Board retreat.

Supportive Insights

Without exception, all individuals interviewed by MCP advocated for reducing the Board's size. MCP repeatedly heard that the current structure is not equally weighted and that both the size and makeup of the Board hinder effective governance and strategic thinking.

⁵ <https://natlawreview.com/article/board-directors-101-roles-responsibilities-and-best-practices>

To reduce the perception of unbalanced representation, promote a unified strategic focus, and improve efficiency and decision-making, MCP recommends reducing the Board from thirteen members to seven members:

- One representative from Kitsap County
- One representative from Bremerton
- One representative from Poulsbo
- One representative from Bainbridge Island
- One representative from Port Orchard
- One fire commissioner or the Fire Chair or Vice Chair of SAB
- Law Chair or law Vice Chair of the SAB

The current Bylaws allow Board members to appoint alternates with full voting authority when unavailable; however, MCP found this practice to be infrequently utilized. As a result, absenteeism is more noticeable, leading to inefficiencies such as delayed votes and repetitive discussions. While quorum has not been an issue, the operational impacts of inconsistent attendance were frequently noted.

MCP calculated average Board attendance and alternate usage from 2023 to present:

Year	Attendance	Alternate Attended
2023	86%	Twice
2024	81%	Twice
2035	85%	Once

While some members expressed that their Board role is meaningful, others indicated that competing responsibilities often take precedence. MCP acknowledges these time constraints; however, they do not negate Board responsibilities to Kitsap 911 or the communities⁶ served. Regular attendance and active participation are essential for effective governance.

Accordingly, MCP recommends amending the Charter and Bylaws to require members to appoint and utilize alternates when unavailable, with the expectation that alternates are prepared to vote and act on their behalf.

The concept of “Super Tuesday,” where multiple meetings occur consecutively, generated mixed feedback. While some viewed it as efficient, others found it exhausting and counterproductive. To reduce meeting fatigue and enhance engagement, MCP recommends holding Board meetings on a different day at the Kitsap 911 center. This approach may increase operational visibility and strengthen relationships between the Board and 911 staff. Positioning the Director closer to the Chair during Board meetings, if logistically feasible, may further demonstrate a strong, supportive working relationship by facilitating immediate communication and visually conveying partnership and unity.

⁶ Public safety, residents and/or visitors

MCP further recommends implementing a policy empowering the Chair to maintain order and decorum, including removing members who are consistently disruptive, frequently absent, or engage in personal attacks.

Strong meeting governance and mutual accountability require a chair who does more than just moderate the agenda—one who actively enforces meeting discipline, ensures boards of directors are prepared, and addresses gaps in attention, attendance, or familiarity with materials.

Term limits can balance continuity with the introduction of new perspectives, prevent stagnation, and reduce burnout. MCP recommends the Board explore term limits, reflect any changes in the Bylaws, and review effectiveness on a regular basis.

MCP also recommends extending Chair and Vice Chair terms to two years, allowing Chairs to serve consecutive terms if re-elected, and implementing an “immediate past chair” role when the Chair transitions to a new member. Mandating Vice Chair rotation every two years supports succession planning and shared leadership experience.

To support effective governance, MCP recommends implementing a mandatory on-boarding program for new Board members. This program should include operational exposure to Kitsap 911 (staff and technologies), governance education, strategic context, and relationship-building activities.

Recognizing the significant demands on Board members’ time, MCP recommends continuing the annual Board retreat as a focused opportunity to conduct governance training, strategic planning, and education without increasing meeting frequency. Retreat agendas should balance refreshers with forward-looking topics, including 911 operational funding, emerging technologies, regulatory changes, and future growth impacts. Continuing to invite internal leadership, external experts, and regional partners will further enhance learning, collaboration, and strategic alignment.

Governance and Decision-Making

It is important for a board of directors to find the proper balance between being overly involved and too removed from the organization, while remaining responsible for ensuring that the 911 Director and the agency are functioning appropriately. A board of directors should be aware of and follow best practices for board management.⁷ Additionally, it is important that all voices are heard during meetings, allowing each member to contribute meaningfully and add value. This must be balanced with another pervasive sentiment MCP heard throughout the listening sessions—that Board members may prioritize the financial interests of their home jurisdictions over the needs of Kitsap 911, at times creating representational bias⁸.

Recommendations

- Manage overlapping duties through clearly defined expectations.
- Identify timelines for making decisions on complex issues to balance thorough consideration with timely outcomes.

⁷ https://www.ibabs.com/en/board-management/best-practices/#Foster_diversity_and_inclusion

⁸ Occurs when a Board member’s obligation to their jurisdiction materially influences Board decisions.

Supportive Insights

Throughout the listening sessions, participants conveyed a general understanding of the Board's governance role and their responsibilities as members. The most prevalent theme was the challenge of balancing Kitsap 911 obligations with loyalty and fiduciary responsibilities to their respective jurisdictions.

MCP found Board members to be open and candid, particularly in acknowledging that decision-making is often influenced by how actions may affect their primary entity rather than what is best for Kitsap 911. Several members noted that prioritizing their own budgets and organizational needs may inherently hinder Kitsap 911's objectives. As a result, MCP concluded that this "two-hats" challenge often shifts focus toward jurisdictional financial concerns rather than a cohesive strategic vision for Kitsap 911.

To address overlapping duties, MCP recommends proactive steps, including aligning the Charter review cadence⁹ with Kitsap 911's strategic visioning process and prioritizing education and training on public safety needs—specifically 911 equipment, processes, personnel, and standards, and their associated impacts.

Separating these "two hats" can be challenging. Success begins with recognizing the inherent tension and collectively developing an understanding of the needs and expectations of all parties involved.

To enhance transparency and accountability, Board members could briefly articulate how their votes align with Kitsap 911's mission, initiatives and strategic objectives. Documenting these rationales may help track and analyze decisions against established governance expectations, building trust, strengthening collaborations, and reinforcing fiduciary responsibilities that prioritize the organization's mission over individual interests.

MCP also noted that email is the primary method of communication between the Board and Kitsap 911 leadership. Limited interpersonal communication outside of meetings may contribute to extended discussions, repeated questions, and, at times, perceived disengagement during meetings. MCP recommends standardizing how initiatives are presented, including clearly identifying how each proposed action aligns with Kitsap 911's mission, vision, values, and goals. A standardized format may streamline analysis and improve decision efficiency.

Establishing timelines for complex decisions requires balancing thorough reviews with timely outcomes. MCP learned that current practice involves presenting an initiative one month and voting the next month. While intended to allow time for review, this approach has reportedly resulted in delays, redundancy, and duplicated efforts due to absenteeism and packed agendas.

MCP recommends that the Chair and Executive Director increase their collaboration on planning and preparing for each meeting—such as a standing meeting prior to each Board meeting. In addition, each Board member should review the meeting materials in advance and seek additional clarification or information from the Executive Director during or outside of the meetings, if necessary. The Executive Director, in turn, should continue to provide additional information and/or resources after the meetings to the whole Board.

Strategic Vision

A strategic vision serves as a guide for understanding what a board of directors stands for and where it is going.¹⁰ It requires a clear, actionable plan to become a reality¹¹ and should define the organization's long-term impact on stakeholders, while aligning short-term priorities with long-term goals. An effective vision guides

⁹ Kitsap Charter 6.09.(r). Review the charter no fewer than every 10 years with the assistance of legal counsel.

¹⁰ <https://thestrategystory.com/blog/strategic-vision-explained-with-examples/>

¹¹ <https://www.consciousgovernanceinsights.com/blog/what-board-directors-need-to-know-about-strategic-planning>



decision-making, supports growth and improvement, promotes excellence, aligns with organizational values, is clear and easy to understand, and motivates members to invest their best efforts in achieving it.¹²

Recommendations

- Adapt how returns on investment (ROIs) are presented to the Board to assure a better understanding.
- Maintain a monthly cadence to review the status of the current strategic initiatives.

Supportive Insights

A consistent theme emerging from MCP's discussions on strategic visioning was the need for the Board's vision to address Kitsap County's substantial growth, rapid technological advancements in public safety, and associated fiscal constraints.

Specifically, anticipated challenges over the next five years include:

- Population growth, resulting in increased call volume, the need for additional staff, and potential integration with response alternatives such as 988
- Technological change, creating both opportunities and the need to integrate new systems (e.g., artificial intelligence), manage equipment replacement, and plan for staff succession
- Fiscal constraints and funding, as current mechanisms are not keeping pace with growth and rising costs, creating budget pressures and challenges in meeting public expectations without increasing user fees
- Workforce management, including recruiting and retaining skilled staff amid heavy workloads, turnover, evolving technology, succession planning, and workforce stress

Successfully navigating these challenges requires a unified and strategic Board that prioritizes Kitsap 911's long-term sustainability and operational needs over the specific interests of individual jurisdictions. As fiduciaries, Board members are expected to distinguish governance responsibilities from the budgetary concerns of their home agencies. As an equal arm of public safety (law enforcement, fire, EMS, and 911), Kitsap 911 leadership should continue to be included in strategic planning and proactively identify and communicate future operational needs, supported by researched recommendations.

This approach can help establish a clear roadmap that directs decisions toward achieving both short- and long-term goals, rather than remaining reactive to unforeseen events. Reporting and demonstrating ROI is as vital as the initial request, as it confirms alignment with strategic objectives, fosters accountability, supports data-driven decision-making, and validates financial benefits for stakeholders.

Standardized ROI reporting can also provide data consistency, streamline audits, and enhance the Board's ability to assess investment prudence and resource allocation.

¹² <https://thestrategystory.com/blog/strategic-vision-explained-with-examples/>

MCP commends the Board and Kitsap 911 for adopting five strategic initiatives through 2027, whereas the absence of a shared strategic vision between the Board and Kitsap 911 could have hindered collective buy-in for future initiatives, even when supported by data.

Hence, MCP recommends maintaining a monthly cadence for reviewing the status of current strategic initiatives. These reviews should assess progress, relevance to Kitsap 911 and partner agencies, and support the development of the next strategic vision before the current one concludes. MCP also recommends including Kitsap 911 senior leadership and the SAB in an advisory capacity during vision development, fostering a concise, inspiring, and future-oriented strategic vision aligned with the needs of the organization rather than individual jurisdictions.

STRATEGIC INITIATIVES

1. Board education, alignment, and structure review
2. Financial philosophy review
3. Comprehensive hiring and retention plan
4. Comprehensive training and development plan
5. Service management and efficiency enhancements

Financial Oversight and Resource Allocation

An effective board of directors supports rigorous financial oversight and aligns organizational spending with clearly defined strategic priorities. Financial stewardship is a core governance responsibility and is central to maintaining long-term organizational stability.

Boards should establish and maintain comprehensive financial management systems, including structured budgeting processes, transparent financial reporting, and routine performance monitoring. Clear oversight supports accountability and helps directors fulfill their fiduciary duty to safeguard organizational assets.¹³

In managing resource allocation, boards of directors benefit from structured evaluation frameworks that promote consistency and clarity in decision-making. Boards of directors should remain attentive to cost structures, future financial obligations, and long-range sustainability needs. Through disciplined oversight, informed analysis, and proactive financial planning, boards of directors reinforce organizational resilience and uphold financial integrity.

Recommendations

- Regularly work with the SAB and 911 leadership to explore funding models and cost-saving innovations.
- Maintain a consistent and transparent reporting framework with a philosophy of continual improvement.

Supportive Insights

While financial oversight is the Board's primary responsibility, MCP heard repeatedly that expenditures are heavily scrutinized due to concerns about budget impacts on members' respective jurisdictions. Two common themes emerged that may contribute to delays in financial decision-making. First, some Board members have limited understanding of 911 operational requirements due to insufficient familiarity with public safety operations.

¹³ <https://www.nacdonline.org/all-governance/governance-resources/governance-research/director-handbooks/getting-behind-numbers/>

Second, there is a perception that financial scrutiny may at times reflect residual impacts from past interactions with previous leadership rather than objective oversight of current organizational needs.

MCP recognizes that funding 911 operations presents challenges for both user agencies and the governing body. During listening sessions, participants expressed frustration with receiving large invoices from Kitsap 911 and concerns regarding fund utilization. MCP also heard that the current funding model struggles to keep pace with growth and public expectations because additional tax levies are not feasible, as Kitsap 911 is at the maximum allowed by law.

MCP agrees with the sentiment that “nothing should come as a surprise” and recommends that the Board routinely explore funding models and cost-saving innovations with the SAB and 911 leadership. Regularly reviewing the current funding model and exploring alternatives can strengthen financial oversight, improve understanding of 911 operational needs, and build upon Board members’ existing fiduciary expertise. This consistent review cadence allows the Board to proactively address future requirements and assures that any funding adjustments are informed by a thorough evaluation of available options.

Exploring funding models and cost-saving innovations that address fiscal constraints may also serve as a focused workshop topic during the annual Board retreat, assuring discussions occur in advance of any changes to funding mechanisms and formulas. Including the SAB Chair or Vice Chair on the Board can further support these discussions by providing operational context and articulating the practical impacts of funding decisions on 911 services. Given that SAB members are composed of public safety chiefs, this perspective can help bridge understanding between governance and operations, strengthen support for initiatives, and promote informed mission-aligned decision-making.

In addition to ongoing communication, MCP recommends continuing the consistent and transparent reporting framework. Reports presented to the Board should use standardized chart styles and layouts for all statistical, financial, and date-driven materials. This standardization establishes clear expectations, facilitates comparisons with historical data, and streamlines decision-making by eliminating the need to reinvent presentation formats. MCP recommends continuing the cadence of budget reviews and monthly reports as a way to support financial stewardship and keep served agencies apprised of how they are tracking.

Communication and Relationships

Advancing the purpose of Kitsap 911 requires a healthy culture of inquiry both inside and outside the boardroom and monthly meetings. Protecting the integrity of the organization is part of the Board’s role as stewards of the mission; therefore, questioning assumptions, seeking information, and testing perceptions against realities can reinforce strengths or reveal opportunities for improvement. This type of engagement should be expected; the key is doing so transparently, thoughtfully, and without personal attacks. Both the Board and the Executive Director share responsibility for promoting trust and maintaining strong relationships.

Recommendations

- Continue to collaborate with other regional 911 governing boards.
- Establish a structured protocol for communication and information-gathering between meetings.
- Hold standing monthly meetings between the Chair and Executive Director.
- Identify opportunities for Board engagement with staff outside of Board meetings.

Supportive Insights

To enhance communication effectiveness and efficiency, MCP determined that it is not necessary to create entirely new methods. Several nearby 911 centers operate under similar governance structures¹⁴, presenting opportunities for collaboration. MCP recommends the Board engage with the governing boards of these centers to better understand how they address shared challenges. Activities such as hosting a regional 911 board workshop—potentially during the annual retreat—or attending other boards' public meetings (in person or virtually) could facilitate the exchange of lessons learned, leverage diverse expertise, and increase visibility for both Kitsap 911 and the Board.

While MCP heard positive feedback regarding recent improvements in communication from Kitsap 911 leadership, an equal number of comments reflected ongoing concerns about communication gaps and trust between the Board and leadership, with perceived impacts extending throughout the organization. MCP noted that communication between the Board and Kitsap 911 leadership primarily occurs via email, with limited in-person interaction outside scheduled meetings. While it is unclear whether this contributes directly to extended discussions and repeated questions during meetings, MCP recommends that during major projects (e.g., the new radio system) implementing a newsletter and/or hosting a virtual Q&A workshop to serve as proactive communication and change-management tools. By providing consistent, contextual information outside of formal meetings during periods of change or when introducing new initiatives, this approach supports transparency, builds shared understanding of operational realities, and enables more focused and efficient Board discussions.

To cultivate increased personal interaction and strengthen trust, MCP recommends scheduled one-on-one meetings between the Board Chair, who acts as a representative for the full Board, and the Executive Director. The Chair's role would include gathering input from other Board members prior to these meetings and subsequently relaying outcomes back to them. This consistent engagement provides an opportunity for a more comprehensive evaluation¹⁵ of the Director that extends beyond Board meeting performance. These meetings can also address the Director's individual goals separate from Kitsap's 911's broader objectives and support a more detailed annual appraisal.

MCP heard that Kitsap 911 employee awards are presented during Board meetings and applauds this practice. MCP recommends continuing this approach while also considering presenting awards at the 911 center and identifying additional opportunities for Board members to engage directly with staff on the operations floor. Small activities, such as observing in the 911 center or acknowledging Telecommunicator Week with a small note may further increase Board visibility among staff and reinforce a shared sense of organizational purpose.

Summary

The Board, Kitsap 911, and partner agencies are integral to the communities they serve, and their collective effectiveness directly impacts residents, workers, and visitors who rely on emergency services in Kitsap County. MCPs recommendations are intended to reduce delays, redundancy, and duplication of effort.

Organizational change, even when self-initiated, can be challenging. The Board's decision to objectively assess its structure, efficiency and adaptability—consistent with its Ordinance, Charter and Bylaws—demonstrates a high level of institutional self-awareness. While such reflection may require redefining roles and relationships, it

¹⁴ South Sound 911, Valley Com, MACECOM 911, and JeffCom 911.

¹⁵ Refer to Bylaws, Section VI, Executive Committee, Paragraph D (1).

creates opportunities for improved accountability, streamlined decision-making, stronger governance, and more effective use of time.

Although the Board has generally supported Kitsap 911's needs, competing demands from members' primary roles and full schedules have at times affected preparedness and meeting efficiency. A collaborative, trust-based relationship between the Board and the Executive Director is essential to serving the community and guiding the organization. This approach depends on clear authority, transparency, mutual respect, accountability, and responsible stewardship of public resources.

The recommendations in this report encourage the Board to consider adjustments to its composition, strengthen education on 911 operations, and enhance communication and relationships both within the Board and with the 911 center. Together, these measures aim to build trust, improve efficiency, increase preparedness, and establish focused, productive, and effective governance aligned with best practices. Collectively, these recommendations position the Board to strengthen its effectiveness, adapt to future challenges, and continue providing sound, mission-focused governance in service to the communities of Kitsap County.

Appendix A: Board Structure Examples

Organization	Board Makeup	Term Limits
JeffCom 911¹⁶ (Jefferson County 911)	<p>Five Members</p> <ul style="list-style-type: none"> Jefferson County Sheriff City of Port Townsend representative (selected by the City) Jefferson County Fire Commissioner's Association representative Jefferson County Fire Chief's Association representative One County Commissioner representing county residents (appointed by the other County Commissioners) 	Two years
MACECOM 911¹⁷ (Mason County Emergency Communications)	<p>Nine Members</p> <ul style="list-style-type: none"> Mason County Commissioner Mason County Sheriff City of Shelton Commissioner Fire Protection District #5 Commissioner Fire District Commissioner City of Shelton Police Chief Chief of Fire Protection District #5 Fire Chief from a participating agency Police Chief representing the two participating tribal police departments 	None listed
South Sound 911¹⁸	<p>Eleven Members</p> <ul style="list-style-type: none"> City and County contract agencies (8) Fire District contract agencies (3) 	<p>Three years Successive appointments not restricted</p>
Valley Com¹⁹ (South King County)	<p>Eight Members</p> <ul style="list-style-type: none"> Mayors of each member city (or their designee): Auburn, Federal Way, Kent, Renton, and Tukwila One Police representative One Regional Fire Authority representative One Medic One representative 	Two years (for the Chair position)

¹⁶ <https://jeffcom911.us/wp-content/uploads/2025/10/2012-JeffCom-Interlocal-Agreement.pdf>

¹⁷ <https://dms.masoncountywa.gov/WebLink/DocView.aspx?id=491612&dbid=0&repo=mason&cr=1>

¹⁸ <https://cms.tacoma.gov/cityclerk/Files/CityCouncil/Agreements/IntAgr-regardingSouthSound911.pdf>

¹⁹ [January Revision - Valley Communications Center - PowerDMS](#)



Organization	Board Makeup	Term Limits
Kitsap Public Health	<p>Ten members</p> <ul style="list-style-type: none"> • City Mayors (4) • County Commissioner (1) • Tribal Representatives (2) • Non-elected members (3, appointed by County Commissioners) 	Four years (non-elected)
Poulsbo Public Development Authority²⁰	<p>Seven members</p> <ul style="list-style-type: none"> • Mayor of Poulsbo (1) • Poulsbo City Council (3) • One Education Service District No. 114 (1) • Port of Poulsbo (1) • Resident of Poulsbo (1) 	None listed

²⁰ [Poulsbo, WA Ordinance Nos. 90-05, 91-03, leases and ILA - Poulsbo Public Development Authority](#)

Board of Directors Radio Program Update

January 6, 2026

R. Scott Peabody, P.E.

speabody@kitsap911.org

360 552-8402





Topics

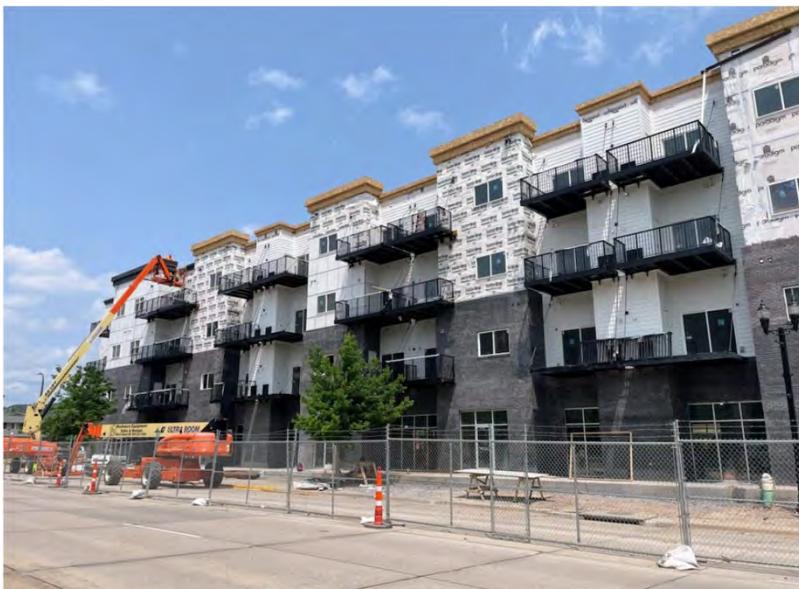
- Big Picture Status – Top Ten Highlights
- Mobile Replacements Updates



Big Picture: Radio Program Status



Construction Analogy

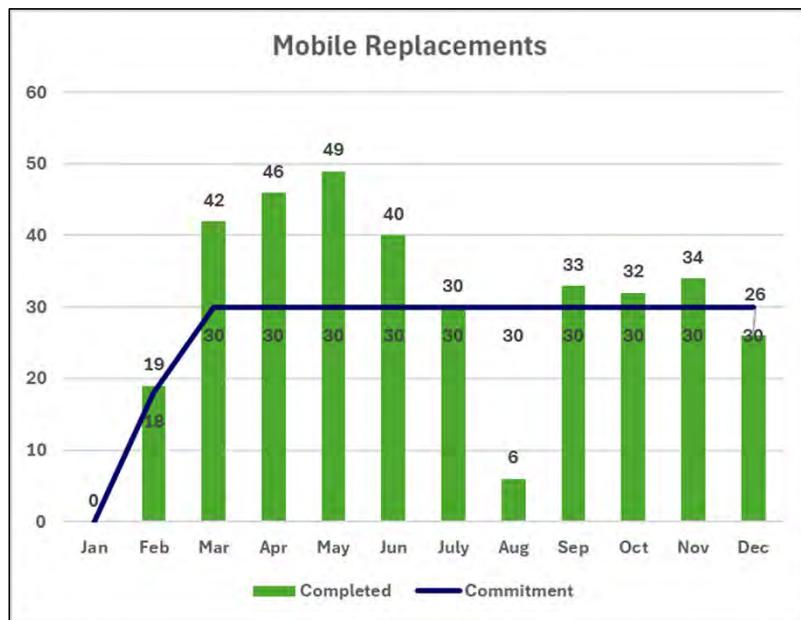


Top Twelve Highlights for 2025:

12. Interoperability
11. Training Development
10. EOC and Fire DOC Radios
9. Coverage Testing
8. Cellular Roaming/Radio App
7. Mobile Radio Replacements
6. Radio Programming
5. Dispatch Console Systems In Service
4. Radio System On Air
3. Logging Recorder Replacements
2. Microwave System
1. DC Power, Batteries, and Electrical



Mobile Radio Replacement Progress



Mobile Replacements are Two Months Ahead of Plan
Despite Quality Problem – “IP Address Unassigned”

Beginning the New Year:

- Law Agencies: “Done”
 - A Few Stragglers
- Fire Mobile Replacements:
SKFR Started - 11/3, Done
BFD: Start 12/8, Target Complete 12/31
CKFR: Kickoff 1/7, Target Start 1/12
- Radios Shipped for:
 - PFD, NKFR, & BIFD

Kitsap 911 2025 Key Projects and Initiatives

Technical Projects			Estimated			
Proj/Task#	Project/Initiative	Priority	Start	Completion	Status	
2019 1	Backup Center - Phase 1	3	9/30/2022	Q4 2025	Complete	
2023 2	Cyber Security Upgrade	3	Q4 2023	Q4 2025	Complete-	
2023 3	Replace AV System	4	Q4 2023	Q4 2025	Complete	
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	Complete	
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	
2025 9	SonicWall Replacement	2	Q1 2025	Q1 2026	In Progress	
2025 10	Firewall Cluster at Backup Center	3	Q4 2024	Q4 2026	In Progress	
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	Q1 2026	Q1 2027	Not Started	

Microwave Expansion Project (Multi-Year)			Estimated		
Task#	Milestone	Priority	Start	Completion	Status
MVE 1	Complete microwave hops to additional radio sites	2	Q2 2026	Q4 2026	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	Q1 2026	In-Progress
LMR 4	DC Power Systems Replacement	2	Q4 2023	Q2 2025	Complete
LMR 5	Complete replacement of Law Portable Radios	1	Q1 2026	Q3 2026	Not Started
LMR 6	Phase 1 Coverage Testing	2	Q2 2025	Q4 2025	In Progress
LMR 7	Complete Replacement all Law Mobile Radios	1	Q1 2025	Q4 2025	Complete
LMR 8	Complete Replacement all Fire Mobile Radios	1	Q4 2025	Q2 2026	In Progress

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:26:08 Date: 01/07/2026

As Of: 01/09/2026

Page: 1

Accts

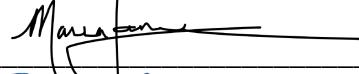
Pay #	Received	Date Due	Vendor	Warrant Numbers 7789-7801	Amount	Memo
9631	01/05/2026	01/09/2026 160	AMERICAN TOWER CORPORATION		7,782.24	01/2026 View Park Tower Rental & Utilities Reimbursement
9639	01/05/2026	01/09/2026 573	BAGWELL LAW PLLC		429.00	12/2025 Legal Services
9644	01/06/2026	01/09/2026 551	CH2O, INC.		281.08	12/2025 Glycol Water Treatment; 2022-0119
9632	01/05/2026	01/09/2026 579	EADIE KALTENBACHER		13,750.00	12/2025 GIS Mapping Services
9640	01/06/2026	01/09/2026 199	FERRELLGAS		362.66	Refuel Suquamish Tower Site; 2025-01250
9647	01/06/2026	01/09/2026 199	FERRELLGAS		1.45	Late Fee
9641	01/05/2026	01/09/2026 224	NILSSON AUDIOLOGY		340.00	Audiograms for Applicant Testing
9633	01/05/2026	01/09/2026 507	NORTHWEST OPEN ACCESS NETWORK		312.00	12/2025 Telephone Service
9634	01/05/2026	01/09/2026 261	SHIELD ASSESSMENTS		2,325.00	12/2025 Pre-employment Psychological Evaluations
9642	01/06/2026	01/09/2026 289	SOUTH KITSAP FIRE & RESCUE		3,023.95	12/2025 & 01/2026 Orchard Heights T-Mobile Revenue Split
9635	12/31/2025	01/09/2026 249	SPOK, INC.		32.51	01/2026 Telephone Services
9636	01/05/2026	01/09/2026 273	TPSC		129,578.99	01/2026 Employee Medical/Dental/Life Insurance
9637	12/29/2025	01/09/2026 309	WA CITIES		113,143.00	2026 Program & Liability Insurance Assessment
9638	01/05/2026	01/09/2026 596	WEX BANK		287.86	12/2025 Vehicle Fuel

Report Total: 271,649.74

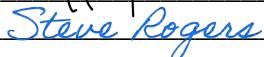
STATE OF WASHINGTON - COUNTY OF KITSAP

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

APPROVED BY
 AUDITING OFFICER
 ATTACHED DOCUMENTS ARE ORIGINALS
 AND CERTIFIED BY
 BOARD OF DIRECTORS CHAIR



01/07/2026



01/07/2025



01/07/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 08:58:20 Date: 01/14/2026

As Of: 01/16/2026

Page: 1

Accts

Pay # Received Date Due

Vendor

Warrant Numbers 7802-7820

Amount

Memo

9670	01/14/2026	01/16/2026	157	ADCOMM ENGINEERING LLC	760.00	12/2025 FCC Licensing Services
9648	01/08/2026	01/16/2026	322	CENTURYLINK, BUSINESS SERVICES	210.36	12/04/2025-01/03/2026 Telephone Services
9669	01/14/2026	01/16/2026	600	CENTURYLINK	80.05	01/03/2026-02/02/2026 Telephone Services
9651	01/08/2026	01/16/2026	190	DELL MARKETING L.P.	2,552.73	Dell Pro AIOS for Test Remote Kit; 2025-01213
9652	01/08/2026	01/16/2026	564	DOORDASH INC	1,254.96	12/2025 DashPass Subscription & 12/2025 Expensed Meals
9649	01/12/2026	01/16/2026	599	FONEMED LLC	612.85	12/2025 Nurse Triage Calls
9653	01/08/2026	01/16/2026	616	KDL HARDWARE SUPPLY INC	3,027.34	Privacy Deadbolt Door Locks with Indicators; 2025-01215
9671	01/14/2026	01/16/2026	216	LANGUAGE LINE SERVICES, INC.	583.58	12/2025 Translation Services
9663	01/08/2026	01/16/2026	534	LIONBRIDGE TECHNOLOGIES, LLC	5.10	12/2025 Translation Services
9664	01/13/2026	01/16/2026	226	MAGNUM PRINT SOLUTION	104.82	Printer Toner; 2025-01254
9665	01/08/2026	01/16/2026	225	OFFICE DEPOT	192.26	Office Supplies; 2025-01269
9650	01/12/2026	01/16/2026	570	PACIFIC LANDSCAPE MANAGEMENT	1,157.52	01/2026 Landscaping Services
9666	01/12/2026	01/16/2026	233	PENINSULA SERVICES	48.00	01/2026 Shredding Services
9667	01/07/2026	01/16/2026	494	PURVIS SYSTEMS INCORPORATED	108,014.00	10/04/2025-10/03/2026 FSAS Maintenance
9668	01/12/2026	01/16/2026	584	RS AMERICAS, INC	723.67	Janitorial Supplies; 2025-01230
9672	01/13/2026	01/16/2026	530	TESSCO INCORPORATED	348.70	Adaptors & Unicable Kit for Radio Testing; 2025-01267
9673	01/08/2026	01/16/2026	405	THOMAS MOTORS INC	5.77	Late Fee
9674	01/12/2026	01/16/2026	268	ZETRON, INC.	222,337.18	K911-073; SISS Project; Delivery & Installation - Milestone for Kitsap ACOM Expansion
9675	01/08/2026	01/16/2026	478	ZONES, LLC	11,955.22	01/03/2026-01/02/2027 Duo Renewal

Report Total: 353,974.11

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY
AUDITING OFFICER
ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
BOARD OF DIRECTORS CHAIR


Steve Rogers 01/14/2026

Alexandra Boeddeker 01/14/2026

ACCOUNTS PAYABLE

Time: 10:59:27 Date: 12/31/2025

As Of: 12/31/2025

Page: 1

Accts

Pay # Received Date Due

Vendor

Warrant Numbers 7758-7788

Amount

Memo

9589	12/23/2025	12/31/2025	154	ABM JANITORIAL SERVICES	1,717.26	01/2026 Janitorial Services
9590	12/23/2025	12/31/2025	632	ARCHITECTURAL ACOUSTICS LLC	622.44	Acoustical Ceiling Grid & Tile Installation; 2025-01053
9591	12/29/2025	12/31/2025	479	AT&T MOBILITY LLC	76.94	11/20/2025-12/19/2025 Cellular Telephones
9592	12/22/2025	12/31/2025	665	CASCADE NATURAL GAS CORPORATION	20.00	11/15/2025-12/16/2025 Backup Center Fuel
9602	12/22/2025	12/31/2025	172	CENTURYLINK	3,703.00	12/17/2025-01/16/2026 Telephone Service
9603	12/23/2025	12/31/2025	174	CITY OF BREMERTON UTILITY BILLING	727.38	11/03/2025-12/08/2025 Water & Sewer Utilities
9604	12/18/2025	12/31/2025	470	COMCAST	489.23	12/18/2025-01/17/2026 Backup Internet & Cable Service
9605	12/23/2025	12/31/2025	190	DELL MARKETING L.P.	1,260.15	Chargers & Adapters; 2025-01247
9606	12/30/2025	12/31/2025	199	FERRELLGAS	767.49	Backup Center Fuel 2025-00792; Refuel Teal Lake 2025-01249
9607	12/23/2025	12/31/2025	240	JEFFERSON COUNTY PUD #1	313.25	11/12/2025-12/12/2025 Tower Electricity
9608	12/22/2025	12/31/2025	390	JOY COMPANIES, INC.	289.34	Gold Mountain Tower Climb for Troubleshooting & Maintenance; 2025-01058
9609	12/29/2025	12/31/2025	210	KELLEY CREATE	242.70	12/15/2025-01/14/2026 Copier Lease
9610	12/23/2025	12/31/2025	612	KINGS MOBILE LOCK INC.	15.29	Bathroom Keys; 2025-01248
9611	12/23/2025	12/31/2025	407447	LAPLANTE , KHRISTOPHER D	129.98	Reimbursement for PVC Piping for Gold Mountain
9588	12/23/2025	12/31/2025	218	LOWE'S BUSINESS ACCOUNT/SYNCB	346.36	12/2025 Card Statement
9612	12/30/2025	12/31/2025	659	MISSION CRITICAL PARTNERS, LLC	27,818.00	08/31/2025-09/27/2025 & 10/26/2025-11/29/2025 Comp & Effectiveness Study
9613	12/18/2025	12/31/2025	231	PAUL KIRCHOFF	9,983.74	Pre-Employment Background Investigations
9614	12/17/2025	12/31/2025	411152	PEABODY, RONALD S	6,921.65	2024 Expenses
9615	12/30/2025	12/31/2025	232	PENINSULA LIGHT CO.	109.78	11/15/2025-12/15/2025 Tower Electricity
9617	12/30/2025	12/31/2025	644	PRIMUS ELECTRONICS CORPORATION	2,107.29	Base Station Parts for BFD ST1 2025-01184; Base Station parts for BFD ST2 2025-01227
9618	12/29/2025	12/31/2025	241	PUGET SOUND ENERGY	19,024.72	01/2026 Carver, Tower, & Backup Site Electricity
9619	12/23/2025	12/31/2025	462	RACOM CORPORATION	702,621.88	TO #2 - RADIO ORDER #6 - STAGE 1A USER DEVICES - (25%) Payment Upon Order of Equipment - 279 Portables and Mobiles; K911-072-2
9616	12/30/2025	12/31/2025	311	T-MOBILE	17.67	11/21/2025-12/20/2025 Cellular Telephones
9537	12/10/2025	12/31/2025	405	THOMAS MOTORS INC	384.92	Battery Replacement & Electrical Work on the Rogue; 2025-01156
9621	12/23/2025	12/31/2025	647	VALMONT TELECOMMUNICATIONS, INC.	107.21	Base Station Parts for BFD ST2; 2025-01222
9622	12/29/2025	12/31/2025	265	VIKING FENCE	909.64	Vehicle Gate Roller Repair; 2025-01182
9623	12/23/2025	12/31/2025	266	WA STATE PATROL BUDGET & FISCAL SERVICES	1,800.00	10/2025-12/2025 ACCESS User Fee
9620	12/29/2025	12/31/2025	425	WASHINGTON STATE AUDITORS OFFICE	3,129.75	2024 Accountability & Financial Audit
9624	12/23/2025	12/31/2025	372	WATSON FURNITURE GROUP INC	19,774.93	Office Furniture for Rooms 103A & 104D; 2025-01064
9625	12/18/2025	12/31/2025	352	WFCA	7,692.00	2026 Membership Dues
9626	12/29/2025	12/31/2025	478	ZONES, LLC	932.02	Dongles for KVM

Report Total:

814,056.01

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:59:27 Date: 12/31/2025

As Of: 12/31/2025

Page: 2

Accts

Pay # Received Date Due

Vendor

Amount Memo

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY

AUDITING OFFICER

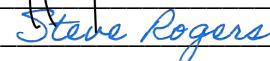
ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

BOARD OF DIRECTORS CHAIR



12/31/2025



12/31/2025



12/31/2025

ACCOUNTS PAYABLE

Kitsap 911

Time: 11:40:02 Date: 01/06/2026

As Of: 01/07/2026

Page: 1

Accts

Pay # Received Date Due

Vendor

ACH Payment

Amount Memo

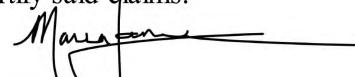
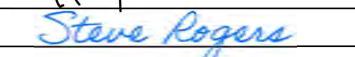
Pay #	Received	Date Due	Vendor	Amount	Memo
9643	12/29/2025	01/07/2026	NATIONAL PUBLIC SAFETY GROUP, LLC	8,166.67	K911-088; NPSG Contract #2025-1700

Report Total: 8,166.67

STATE OF WASHINGTON - COUNTY OF KITSAP

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AUDITING OFFICER
ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
BOARD OF DIRECTORS CHAIR

 01/07/2026
 01/07/2026
 Alexandra Boeddeker 01/06/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 15:10:12 Date: 01/08/2026

As Of: 01/14/2026

Page: 1

Accts

Pay # Received Date Due

Vendor

ACH Payment

Amount Memo

9646	01/07/2026	01/14/2026	263	US BANK	6,291.70	12/26/2025 Credit Card Statement
9645	01/07/2026	01/14/2026	482	US BANK	7,035.40	12/26/2025 Travel Credit Card Statement
Report Total:					13,327.10	

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY

AUDITING OFFICER

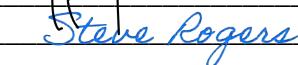
ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY

BOARD OF DIRECTORS CHAIR



01/12/2026



01/12/2026



01/08/2026



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date:

01/02/2026

Pay Period:

12/15/2025 to 12/28/2025

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 239,959.22
941 Tax (Withholding, Social Security & Medicare)	96,733.17
Unemployment	703.48
Labor & Industries	1,721.26
PFML Premiums	4,010.95
Long-Term Care Act Premiums	1,784.71
PERS Plan 2	11,385.21
PERS Plan 3	5,180.35
PSERS Plan 2	29,253.71
Washington State 457 and Roth	1,976.15
Mission Square 457 and Roth	13,667.05
AFLAC	1,148.60
Guild Dues	1,800.00
Total Payroll	\$ 409,323.86

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,308.59	\$ 58,106.42	\$ 60,415.01
Dental Insurance	191.39	4,010.32	4,201.71
Life Insurance	201.23	342.37	543.60
Total Health Care & Other Benefits/Deductions			\$ 65,160.32

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

Payroll Amount Approved: \$ 474,484.18
Transferred to Payroll Account \$ 409,323.86

Prepared By (Kitsap 911)

A handwritten signature in black ink, appearing to read 'Mark'.

DATE

12/30/2025

Authorized Signature (Kitsap 911)

DATE

Board of Directors Chair

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date:

01/16/2026

Pay Period:

12/29/2025 to 01/11/2026

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 513,230.56
941 Tax (Withholding, Social Security & Medicare)	271,458.15
Unemployment	1,630.13
Labor & Industries	1,990.68
PFML Premiums	9,153.01
Long-Term Care Act Premiums	4,043.28
PERS Plan 2	25,923.27
PERS Plan 3	11,688.30
PSERS Plan 2	67,404.60
Washington State 457 and Roth	2,291.87
Mission Square 457 and Roth	30,752.95
AFLAC	1,148.60
Flexible Spending Account Funding (Health Equity)	80,000.00
Guild Dues	1,830.00
Total Payroll (includes 3-year retention bonus)	\$ 1,022,545.40

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,349.10	\$ 58,011.29	\$ 60,360.39
Dental Insurance	212.07	3,997.65	4,209.72
Life Insurance	240.22	342.37	582.59
Total Health Care & Other Benefits/Deductions			\$ 65,152.70

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

Payroll Amount Approved:	\$ 1,087,698.10
Transferred to Payroll Account	\$ 1,022,545.40

Alexandra Boeddeker

Prepared By (Kitsap 911)

Maria

Authorized Signature (Kitsap 911)

01/13/2026

DATE

1/13/2026

DATE

Board of Directors Chair

DATE

Combined Excise Tax Return

KITSAP 911 PUBLIC AUTHORITY
604-008-144

Filing Period: December 31, 2025 **Due Date:** January 26, 2026

Filing Frequency: Monthly

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	85,408.95	0.00	85,408.95	0.065000	5,551.58
Total State Sales and Use					5,551.58

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

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	85,408.95	0.027000	2,306.04
Total Local City and/or County Use Tax/Deferred Sales Tax			2,306.04

Total Tax	7,857.62
Subtotal	7,857.62
Total Amount Owed	7,857.62

Prepared by: Alexandra Boeddeker Date: 01/05/2026
Alexandra Boeddeker, Finance Specialist

Reviewed by: Maria Jameson-Owens Date: 01/05/2026
Maria Jameson-Owens, Executive Director

Approved by: _____ Date: _____
Board of Directors Chair

Submission

Confirmation #: 0-050-206-454
Prepared By: Alexandra Boeddeker
Phone Number: (360) 307-5801
Email Address: accounting@kitsap911.org
Submitted Date: Jan-05-2026

Payment

Amount Due: \$7,857.62
Amount Paid: \$7,857.62
Effective Date: Jan-05-2026
Method: Bank Account (ACH Debit)

Sales Tax Due

Kitsap 911

12/01/2025 To 12/31/2025

Time: 07:45:32

Date: 01/05/2026

Page:

1

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/05/2025	001 - 528 32 35 0001	INTRADYN		157.80	10.26	4.26		14.52
12/10/2025	001 - 528 32 35 0001	INTRADYN		4,825.20	313.64	130.28		443.92
12/23/2025	001 - 528 32 35 0001	US BANK	Duo Security - Telephony Credits	20.00	1.30	0.54		1.84
001 - 528 32 35 0001				5,003.00	325.20	135.08	460.28	

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/10/2025	001 - 528 32 48 0003	GOSERCO, INC		6,307.20	409.97	170.29		580.26
001 - 528 32 48 0003				6,307.20	409.97	170.29	580.26	

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/23/2025	001 - 528 32 48 0002	US BANK	Sapling - Synchronized Clocks	1,551.86	100.87	41.90		142.77
12/23/2025	001 - 528 32 48 0002	US BANK	CanaKit - Raspberry Pi 5 Starter Kit	171.90	11.17	4.64		15.81
12/23/2025	001 - 528 32 48 0002	US BANK	KrakenRF - Radio Direction Finding Equipment	1,022.00	66.43	27.59		94.02
12/31/2025	001 - 528 32 48 0002	THOMAS MOTORS INC		384.92	25.02	10.39		35.41
001 - 528 32 48 0002				3,130.68	203.49	84.52	288.01	

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/08/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		46.39	3.02	1.25		4.27
12/08/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		214.52	13.94	5.79		19.73
12/10/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		1,440.95	93.66	38.91		132.57
001 - 594 28 60 0099				1,701.86	110.62	45.95	156.57	

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/22/2025	001 - 594 28 60 0004	DPS TELECOM		67,109.40	4,362.11	1,811.95		6,174.06
001 - 594 28 60 0004				67,109.40	4,362.11	1,811.95	6,174.06	

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
12/22/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		49.52	3.22	1.34		4.56
12/31/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		544.35	35.38	14.70		50.08
12/31/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		55.66	3.62	1.50		5.12
12/31/2025	001 - 594 28 60 0099	PRIMUS ELECTRONICS CORPORATION		1,507.28	97.97	40.70		138.67
001 - 594 28 60 0099				2,156.81	140.19	58.24	198.43	

Location: 0000 @2.70% 85,408.95 2,306.03

Sales Tax Due

Kitsap 911

12/01/2025 To 12/31/2025

Time: 07:45:32 Date: 01/05/2026

Page: 2

State Tax @6.50	85,408.95	5,551.58	5,551.58
Location Taxes		2,306.03	
			7,857.61
Rounding Error			-0.01

Actual Paid: \$7,857.62



KITSAP 911

CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION

1. Contractor Cabot Dow & Associates
2. Purpose Managerial Compensation Study
3. Contract Amount \$7,995.00 Disburse Receive
4. Contract Term Execution to April 30, 2026
5. Contract Administrator Alex Sheets Phone Alexsheeks@cabotdow.com

Approved: _____ Date _____
Executive Director

B. ACCOUNTING INFORMATION

1. Contract Control Number K911-095
2. Fund Name HR
3. Payment from-Revenue to CC/Account Nbr _____

C. RISK MANAGER REVIEW

1. Approved Not Approved
Reviewer Farah DeRosier. WCIA Date 01-08-2026
2. Comments: No Workers Comp or Auto required

D. ATTORNEY REVIEW

1. Approved Not Approved
Reviewer Ken Bagwell Date 01-22-2026
2. Comments: Edits to Indemnification and Survival

H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)

Ratification By Kitsap 911 Executive Committee Chair

Date

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

K911-095

CONTRACT FOR PROFESSIONAL SERVICES MANAGERIAL COMPENSATION STUDY

This Contract for a Managerial Compensation Study (the Contract) is entered into by and between Kitsap 911 (CENCOM) with its principal offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as "Kitsap 911" and Cabot Dow Associates, Inc., having its principal offices at PO Box 1806, Bellevue, Washington 98009 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on the date of full execution of the contract and terminate on April 30, 2026. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911.

SECTION 2. SERVICES TO BE PROVIDED

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

SECTION 3. CONTRACT REPRESENTATIVES

Kitsap 911 and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Kitsap 911 Contract Representative

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

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

360-307-5800

Contractor's Contract Representative

Cabot Dow & Associates Inc.

Alex Sheeks, Principal Associate

PO Box 1806

Bellevue, WA 98009

206-808-9184

alexsheeks@cabotdow.com

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by Kitsap 911 to the Contractor in no event will exceed \$7,995.00 plus tax.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to Kitsap 911 once per month for three months starting in February 2026. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation set forth in Exhibit B and the failure has not been cured within 10 days following notice from Kitsap 911, Kitsap 911 may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by Kitsap 911.

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by Kitsap 911 and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

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

SECTION 7. INSURANCE

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

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

7.3 Minimum Scope of Insurance

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

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

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

7.4 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. If the Contractor does not have a business auto liability policy, proof of personal auto insurance with \$1,000,000 in liability coverage is acceptable.
2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

7.5 Other Insurance Provision- The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect Kitsap 911. Any Insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

7.9 Failure to Maintain Insurance- Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Kitsap 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Contractor from Kitsap 911.

7.10 Kitsap 911 Full Availability of Contractor Limits- If the Contractor maintains higher insurance limits than the minimums shown above, Kitsap 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

whether any certificate of insurance furnished to Kitsap 911 evidences limits of liability lower than those maintained by the Contractor.

SECTION 8. TERMINATION

8.1 Termination for Convenience

Either party may terminate this Contract, in whole or in part, **for convenience** upon **thirty (30) days' written notice** to the other party.

In the event of termination for convenience, Kitsap 911 shall pay the Contractor for all **services performed and costs incurred** in accordance with the Contract **up to the effective date of termination**, provided such services are reasonable, documented, and otherwise payable under the Contract. No costs incurred after the effective date of termination shall be paid unless expressly authorized in writing by Kitsap 911.

8.2 Termination Due to Funding Limitations

If funding for the underlying project or matter is withdrawn, reduced, or limited after the Contract becomes effective, Kitsap 911 may terminate the Contract upon written notice to the Contractor. Termination under this provision shall be effective on the date specified in the notice.

Kitsap 911 shall pay the Contractor for all **authorized services performed and costs incurred prior to the effective date of termination**. No costs incurred after the effective date of termination shall be paid.

8.3 Termination for Cause by Kitsap 911

If the Contractor materially breaches any obligation under this Contract and fails to cure such breach within **ten (10) days** after receipt of written notice from Kitsap 911 (or such longer period as may be reasonably required if the breach is not capable of cure within ten days), Kitsap 911 may terminate the Contract for cause.

In the event of termination for cause, Kitsap 911 shall pay the Contractor only for **services satisfactorily performed and accepted** prior to termination. Kitsap 911 may obtain completion of the work from another source, and the Contractor shall be responsible for damages directly resulting from the Contractor's uncured material breach, to the extent permitted by law.

8.4 Termination for Cause by Contractor

The Contractor may terminate this Contract upon **thirty (30) days' written notice** if Kitsap 911 materially breaches the Contract and fails to cure such breach within **ten (10) days** after receipt of written notice from the Contractor.

Material breaches by Kitsap 911 include, but are not limited to:

- Failure to make undisputed payments when due;
- Failure to provide required information, access, or cooperation necessary for performance;

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

- Suspension of the work for more than thirty (30) consecutive days for reasons not attributable to the Contractor.

In the event of termination under this section, Kitsap 911 shall pay the Contractor for all **services performed and costs incurred** through the effective date of termination in accordance with the Contract.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. NONDISCRIMINATION

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

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

SECTION 14. DISPUTES

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

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by Kitsap 911 or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of Kitsap 911 or an order entered by a court of competent jurisdiction. The Contractor will promptly give Kitsap 911 written notice of any judicial proceeding seeking disclosure of such information. Any public information pursuant to Washington State Law shall not be considered confidential and subject to this Paragraph 15.

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

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

SECTION 17. MISCELLANEOUS

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

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

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

17.8 Entire Agreement. The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.9 Survival. The following provisions that are expressly identified shall survive expiration or termination of this Contract only to the extent and for the periods stated below:

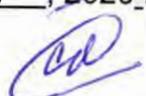
- Section 15 (Confidentiality) – for a period of two (2) years following completion of the Services;
- Section 14 (Disputes) and Section 16.2 (Choice of Law, Jurisdiction and Venue) – as required to resolve disputes arising from the Services, subject to applicable statutes of limitation;
- Section 6.1 (Hold Harmless and Indemnification) – for a period of twelve (12) months following completion of the Services, and limited to claims arising directly from Consultant's negligent acts or omission in the performance of the Services;
- Section 17.1 (No Waiver) and Section 17.7 (Severability) – indefinitely.

Section 17.5 (Records Inspection and Retention) shall survive solely for a period of one (1) year following completion of the Services and shall be limited to public records reasonably related to the Services performed.

17.10 Liability. To the fullest extent permitted by law, in no event shall Contractor's total cumulative liability arising out of or related to this advisory Contract, whether in contract, tort, or otherwise, exceed the total compensation actually paid to Contractor under this Contract.

In no event shall Contractor be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of goodwill, loss of anticipated revenue, or reputational harm, whether or not Contractor has been advised of the possibility of such damages.

DATED this 26th day January, 2020. *2020*



DATED this 26th day January, 2020. *2020*

CONTRACTOR – Cabot Dow & Associates

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

President

Cabot Dow
(Print Name)

Federal Tax ID No: 91-1297835

Kitsap 911

Maria Jameson-Owens, Director

ATTEST:

Barrie Hillman

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

EXHIBIT A: DESCRIPTION OF SERVICES

Compensation Study - Scope of Work

At the direction of Kitsap 911, by and through its representatives, the Human Resources Manager, will oversee and direct the work of Cabot Dow Associates, in performing the following the salary and compensation study work:

1. Cabot Dow Associates will review job descriptions for eight executive/managerial positions and related compensation benefits.
2. The study will include recommendations for selection of appropriate market comparisons for the agency from comparable agencies in the both the public and private sector, as appropriate, as determined by similarity in size and types of services provided.
3. The study will include total cost of compensation comparisons for like personnel job classifications as assigned by the agency, taking into consideration the job duties and cost comparisons of wages, hours and benefits for such classifications, as well as cost-of-living adjustments for comparisons located outside of the agency's service area.
4. Cabot Dow Associates will make recommendations for how the agency can adjust and improve its current managerial compensation structure to meet its stated goals of providing a fair and equitable compensation system that is both market and performance-based and responsive to the needs of the agency and to the surrounding market.

The following timeline provides a list of the agency's desired scope of work along with an estimated completion timeframe. Estimated timeframes depend on our understanding of what effort is involved in completing each task and assumptions about the amount of time agency staff will need for review and decision-making.

Scope of Work Item	Description	Estimated Completion
<i>1. Project Management Plan and Coordination</i>		
1.1. Project Management	Staff work throughout project	Throughout project
1.2 Project management plan	Determine the final scope of work, establish schedules, milestones, deliverables, etc.	Early January 2026
<i>2. Classification & Compensation Analysis</i>		
2.1 Review background information	Review current job descriptions and benefit information. Provide job description format recommendations.	January 21
2.2 Comparable agency selection	Review current methodology for selecting comparable agencies; make recommendations for selection criteria and select comparable agencies; present to Agency staff for review.	January 21

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

Scope of Work Item	Description	Estimated Completion
2.3 Compensation survey	Collect market data and compile into tables showing comparisons of salaries and other compensation contributions.	February 6
2.5 Qualitative review and recommendations	Based on observed market practices, industry knowledge, and current assessment of Agency practices, recommend changes to executive pay schedules, practices and policies, as needed.	February 18
<i>3. Meetings</i>		
3.1 Project team meetings	Meet with HR staff at critical project milestones; briefing phone calls and emails throughout project.	Throughout project
3.2 Kick-Off Meeting	Meet with critical Agency staff to finalize project scope, timeline, etc.	January 16, 2026
3.3 Board meeting	Present findings and recommendations to Kitsap 911 Board	March 3, 2026
<i>4. Deliverables</i>		
4.1 Draft report	Summarize findings, present tabulated results of the total compensation survey.	February 18
4.2 Final report	Revise draft.	February 25, 2026
4.3 Follow-up	Respond to Board questions, finalize report, provide follow-up information to HR staff.	March 15, 2026
Estimated Completion		March

01.24.26 - edited in an effort to make this agreement a reasonable or proportionate Professional Services Contract for an \$8,000 advisory compensation study.

EXHIBIT B: COMPENSATION

Cabot Dow & Associates shall be compensated for such professional services under this Agreement at the fixed rate of \$7,995 performed on behalf of Kitsap 911. Fee is payable in three (3) equal payments of \$2,665 billed on a monthly basis, starting in February 2026.

Payment #	Invoice Date	Payment Amount
1	Feb 2026	\$2,665.00
2	Mar 2026	\$2,665.00
3	Apr 2026	\$2,665.00
Total		\$7,995.00

Kitsap 911 is not a tax-exempt organization so please include the appropriate sales tax on all invoices.

Kitsap 911 will process invoices on a Net 30 basis.



KITSAP 911
CONTRACT REVIEW SHEET
(Kitsap 911 Governing Directive #60 -Purchasing and Contracting)

A. GENERAL INFORMATION						
1. Contractor	Karras Consulting					
2. Purpose	Executive Director Search					
3. Contract Amount	\$7,995.00	Disburse	<input checked="" type="checkbox"/>	Receive	<input type="checkbox"/>	
4. Contract Term	Execution to August 31, 2026					
5. Contract Administrator	Marissa Karras		Phone	marissa@karrasconsulting.net		
Approved:			Date			
Executive Director						
B. ACCOUNTING INFORMATION						
1. Contract Control Number	K911-096					
2. Fund Name	HR					
3. Payment from-Revenue to CC/Account Nbr						
C. RISK MANAGER REVIEW						
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved					
Reviewer	Farah DeRosier. WCIA				Date	01-08-2026
2. Comments:						
D. ATTORNEY REVIEW						
1. <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved					
Reviewer	Ken Bagwell				Date	01-09-2026
2. Comments:						
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)						

Ratification By Kitsap 911 Executive Committee Chair

Date

CONTRACT FOR PROFESSIONAL SERVICES EXECUTIVE DIRECTOR SEARCH

This Contract for an Executive Director Search (the Contract) is entered into by and between Kitsap 911 (CENCOM) with its principal offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as "Kitsap 911" and Karras Consulting, having its principal offices at 1802 Black Lake Blvd. SW, Ste. 101, Olympia, Washington 98512 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective upon full execution of the Contract and terminate on August 31, 2026. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911.

SECTION 2. SERVICES TO BE PROVIDED

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

SECTION 3. CONTRACT REPRESENTATIVES

Kitsap 911 and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Kitsap 911 Contract Representative
Maria Jameson-Owens,

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

Contractor's Contract Representative

Karras Consulting
Marissa Karras
1802 Black Lake Blvd SW, Ste. 101
Olympia, WA 98512
marissa@karrasconsulting.net

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by Kitsap 911 to the Contractor in no event will exceed \$34,900.00 plus tax.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to Kitsap 911 per the billing schedule in Exhibit B. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from Kitsap 911, Kitsap 911 may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by Kitsap 911.

5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by Kitsap 911 and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Kitsap 911, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7. INSURANCE

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

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

7.3 Minimum Scope of Insurance

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

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

7.4 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. If the Contractor does not have a business auto liability policy, proof of personal auto insurance with \$1,000,000 in liability coverage is acceptable.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

7.5 Other Insurance Provision- The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect Kitsap 911. Any Insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Contractor's insurance and shall not contribute with it.

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

7.7 Verification of Coverage- Contractor shall furnish Kitsap 911 with original certificates and a copy of the mandatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

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

7.9 Failure to Maintain Insurance- Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Kitsap 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Contractor from Kitsap 911.

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

SECTION 8. TERMINATION

8.1 Kitsap 911 may terminate the Contract in whole or in part whenever Kitsap 911 determines, in its sole discretion that such termination is in the best interests of Kitsap 911. Kitsap 911 may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, Kitsap 911 will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, Kitsap 911 may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by Kitsap 911 to the Contractor. No costs incurred after the effective date of the termination will be paid.

8.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by Kitsap 911, Kitsap 911 may terminate the Contract. In that event, Kitsap 911 will pay the Contractor only for the costs of services accepted by Kitsap 911. Upon such termination, Kitsap 911, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by Kitsap 911 in

completing the work and all damages sustained by Kitsap 911 by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. NONDISCRIMINATION

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

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

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

SECTION 14. DISPUTES

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

SECTION 15. CONFIDENTIALITY

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

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

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

SECTION 17. MISCELLANEOUS

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

obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

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

SECTION 18. CONTRACTOR GUARANTEE

- 18.1 **Guarantee.** Karras Consulting guarantees every placed candidate for a period of twelve months from his/her start date. If a candidate is released by the client organization for performance-related issues during the first twelve months of his/her employment, Karras Consulting will conduct a new search to replace the candidate for no additional recruitment fee. This excludes candidates who leave for reasons other than job performance, such as organizational realignment and restructuring.

DATED this 15th day January, 2026. DATED this _____ day _____, 2026.



CONTRACTOR – Karras Consulting

Principal Consultant
(Title)

Marissa Karras
(Print Name)

Federal Tax ID No: 41-2266791

Kitsap 911



Maria Jameson-Owens, Director

ATTEST:



EXHIBIT A: DESCRIPTION OF SERVICES

- A. Kitsap 911 Meetings:** Meet with Kitsap 911 to solicit input on recruitment strategy and specific position knowledge, skills and abilities essential to success.
- B. Other Meetings:** Meet with key stakeholders or other staff as appropriate and as recommended by Kitsap 911.
- C. Position Assessment:** Review job description. Develop job announcement.
- D. Advertise and Network:** Recruit a targeted pool of qualified, proven candidates, using networking, social media and websites.
- E. Candidate Screening:** Karras screens candidates for appropriate fit, considering both the objective criteria and the subjective requirements of the organization.
- F. Candidate Presentation:** After identifying, assessing and screening potential candidates present the best-qualified candidates (A & B list) for consideration. The Hiring Committee will pare down on paper to semi-finalists.
- G. Interviews:** Coordinate videoconference interviews of semi-finalists with Hiring Committee. Prepare questions and oversee process.
- H. Comprehensive Background Checks:** Perform reference checks and conduct criminal background for finalists. Present candidate profiles and confidential reference reports for all finalists.
- I. Finalist Interviews:** Coordinate interview of finalists.
- J. Employment Offer:** Advise Kitsap 911 during the development and delivery of the employment offer. Facilitate the extension of the offer and conduct any negotiations to ensure the most favorable outcome.

EXHIBIT B: COMPENSATION

Rate

Karras Consulting's executive search fee is a flat rate of 23% of the top of the salary range for the position with a **not-to-exceed fee of \$34,900**.

All related tasks required to successfully complete this recruitment including on-site visits, client correspondence, targeted recruiting, interviewing, coordinating candidate travel, professional reference checks, printing of documents and materials, preparation of interview booklets, delivery and postage expenses, and related expenses and preliminary criminal checks are included in this cost.

It is our practice to bill in three installments for work performed. In the event that more than one executive for each search is hired as a result of the work performed by Karras Consulting, 50% of the original fee will be due for each individual hired.

Additional Project Expenses

Candidate Expenses: Travel and related expenses for candidates will be billed to and paid directly by client.

Billing Schedule

Phase 1 Billing: 1/3 of total fee after completion of the following tasks:

- ✓ Initial meetings with the client
- ✓ Review job description, budget and other agency data
- ✓ Discuss core-competencies
- ✓ Discuss timeline
- ✓ Develop advertising plan and timeline

Phase 2 Billing: 1/3 of total fee after the completion of the following tasks:

- ✓ Design job announcement
- ✓ Launch recruitment and place advertisements
- ✓ Target potential candidates
- ✓ Assess candidate pool (ongoing)
- ✓ Karras Consulting conducts videoconference and in-person interviews
- ✓ Provide and review candidate list with the client
- ✓ Recommend A and B list candidates
- ✓ Develop interview questions

Phase 3 Billing: 1/3 of total fee after the completion of the following tasks:

- ✓ Panel conducts semi-finalist interviews
- ✓ Panel recommends finalists candidates
- ✓ Conduct background and reference checks
- ✓ Finalist interviews
- ✓ Present candidate profiles and confidential reference reports for all finalists
- ✓ Selection of new Executive