



Kitsap 911 Board of Directors Meeting

April 7, 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 03-03-2026](#)
- B. Approval of Payment of Claims
 - 1) [A/P Warrant Numbers: 7879 through 7946](#)
Total \$395,903.54
 - 2) [A/P Electronic Payments: February 21, 2026 – March 27, 2026](#)
Total: \$31,576.03
 - 3) [Payroll Dated: 02-27-26, 03-13-26 and 03-27-2026](#)
Total: \$1,294,450.15
 - 4) [Use Tax Dated: Feb 2026](#)
Total Increase: \$10.77
- C. Ratification of Executed Contracts (Includes contracts for budgeted items)
 - K911 -097 Aurelian AI Master Services Agreement - \$70,000**
 - K911-098 Astound Ethernet-Internet-Phone at Backup Center - \$2813.95/mo. for 5 yrs**
 - K911-099 D2 Creative Website redevelopment (DES Contract #20422)- \$32,000**
 - K911-101 Environmental Consulting Janitorial Contract - \$26,700**



Kitsap 911 Board of Directors Meeting on March 03, 2026

Via Virtual Meeting and Norm Dicks Government Building

ATTENDING:

Board of Directors:

Jennifer Chamberlin, City of Bremerton
David Ellingson, Fire Commissioner (Chair & Executive Director Hiring Committee)
John Gese, Kitsap County Sheriff's Office
Clarence Moriwaki, City of Bainbridge Island (Executive Director Hiring Committee)
Bob Muhleman, Fire Commissioner
Gerald Preuss, Fire Commissioner
Rob Putaansuu, City of Port Orchard
Jane Rebelowski, City of Bremerton
Christine Rolfes, Kitsap County Commissioner
Oran Root, Kitsap County Commissioner (Executive Director Hiring Committee)
Ed Stern, City of Poulsbo Mayor
Katie Walters, Kitsap County Commissioner
Greg Wheeler, City of Bremerton Mayor (Vice Chair & Executive Director Hiring Committee)

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
Barrie Hillman, Executive Assistant

Absent:

None

Guests:

Chief Joe Clark, Bainbridge Island Police Department
Chief Rick LaGrandeur, North Kitsap Fire & Rescue
Alex Sheeks, Cabot Dow & Associates
Ken Bagwell
Bryce Odin
Alex Boeddeker

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 Ed Stern moved to approve the Consent Agenda including approval of minutes from the Board of Directors 02-03-2026 meeting and the 02-10-2026 Board Retreat; the approval of payment of claims for A/P Warrant Numbers 7821 through 7843 totaling \$1,602,775.24; ACH payments December 27, 2025 through January 27, 2026, totaling \$35,134.67; payroll dated 01-24-2026 and 02-20-2026 totaling \$877,544.72; and the Use Tax dated January 2026 with a total increase of \$257.33. Director Oran Root seconds. Motion passed unanimously.

Employee Recognition – Employee of the Year 2025

Executive Director, Maria Jameson-Owens, shared that dispatcher Hannah Augustine was selected as our Kitsap 911 Employee of the year for demonstrating exceptional professionalism, composure, and resilience. Ms. Augustine remains calm and focused on her console while also fulfilling training responsibilities—successfully balancing high-stakes operational demands with mentorship. Ms. Augustine consistently rises to meet challenges with confidence and integrity, setting a standard of excellence for her peers and the agency.

Ms. Augustine shared her gratitude for the team effort that is such a strong part of Kitsap 911's work environment.

Action Items

Managerial Compensation Study and Executive Director Salary Range

Ms. Jameson-Owens indicated that Alex Sheeks from Cabot Dow & Associates is here to present

the results of the managerial compensation study. To stay on schedule for the Executive Director Search process it is important that the Board choose the salary rate for the position description

Alexandra Sheeks from Cabot Dow & Associates presented a slide deck to report on the results of the Managerial Compensation Study. She shared some background information about Cabot Dow Associations in that they specialize in public sector collective bargaining, human resource management and compensation work with clients primarily in Washington State and most of the associates are former public sector, human resources professionals. The contract was to look at appropriate salary ranges for the Executive Director job description as well as five other management positions for the purpose of being mindful of long-term fiscal planning as well as the immediate need. She provided advice on comparable agencies for comparing salaries and looked at total compensation including paid leave, health insurance benefits, and other benefits related to compensation and retirement.

Ms. Sheeks reviewed Kitsap 911's compensation policy that has been adopted and indicated it is an excellent compensation policy that they would recommend to any client they work with:

- Pay fair wages and total compensation that is externally competitive with peers at appropriate independent emergency dispatch services.
- Maintain an internally equitable pay structure.
- Be mindful of the organization's current fiscal and budgetary abilities, constraints and priorities, and make responsible decisions about compensation in light of all pertinent facts.

First the process began with selecting comparable peers which were Public Safety Answering Points (PSAPs) call volume, annual budget, Full Time Equivalent (FTEs), and population served. Ms. Sheeks looked throughout Washington, Oregon, and California following the same model that arbitrators would choose for an interest arbitration eligible group such as dispatchers. This allows consistency and integrity throughout the organization when we look at comparable agencies.

Ms. Sheeks also adjusted for Region Price Parity (RPP), recognizing that certain areas of the state and regions have different economics that come into play. She made sure we were comparing apples to apples. She also looked at positions based on duties, organizational influence, independent judgement, education and certification requirements. She examined source documents such as the structure, level of authority, span of control that other agencies have to make sure comparisons are appropriate and the goal is to match at 80% content similarity. They recognized that not every position is the same in every jurisdiction, but we can get close enough to make comparisons.

Director Christine Rolfes requested that the presentation be emailed to the Board of Directors. Executive Assistant, Barrie Hillman, emailed the document while Ms. Sheeks continued.

Ms. Sheeks presented a table listing the independent peer organizations and indicated the general practice is to look at agencies that are 50% below and 50% above Kitsap 911 in the different criteria. Some of the agencies are larger than Kitsap 911 but these are nearby agencies that have influence on the local market. South Sound 911, Valley Com and Norcom are included for this reason. She also included Mason County 911 (MACECOM) which is quite a bit smaller. She also included Washington County Consolidated Communication (WCCCA) in Hillsboro, OR and SCR911 which is based in Santa Cruz, California which are similar in size.

The RPP adjustment factor on the table refers to the adjustment made to account for the economic differences between regions. This data comes from the Federal Bureau of Economic Analysis based on census metropolitan statistical areas which is objective quantifiable data. If the percentage is lower that means that this area generally has higher salaries and higher cost of living than Kitsap County. If those percentages are higher, then we recognize that the cost of living is lower and salaries might be lower and we adjust those to match the cost of living in Kitsap County. Ms. Sheeks also looked at total budget, the FTEs and the annual call volume to guide the selection of peer agencies.

Ms. Sheeks then presented the results for each of the six managerial positions. The Executive Director position is currently paid at a salary of \$273,000. She collected both the market median and the 75th percentile since the Board had made a policy of paying at the 75th percentile for its positions. The market median (50th percentile) was between \$172,000 to \$226,000. She also looked at a private sector comprehensive salary marker for just the Executive Director position with Comp Analyst. This was also used for the previous salary survey done in 2024. That median was \$268,000. The 75th percentile was \$238,000 to \$270,000. Then she looked at the total compensation ranking which considers not just the salary but any additional retirement benefits such as longevity premiums, deferred compensation, insurance benefits and paid leave. This is calculated into a net hourly amount to make apples to apples comparisons to different peers. This net hourly amount is ranked and Kitsap 911 ranks 4th out of 10, which is what we would expect given that the Board has chosen to pay at the 75th percentile.

Ms. Sheeks shared that the current salary range for the Deputy Director is \$178,000 to \$240,000 and the market median for the salary range is \$157,000 to \$218,000 with the 75th percentile at \$179,000 to \$224,000. The total compensation ranking is 2 out of 8 total comparable positions.

The Assistant Director of Operations (ADO) range is currently \$159,000 to \$214,000 with a median of \$132,000 to \$146,000 and the 75th percentile at \$153,000 to \$186,000. The total

compensation ranking is 2 out of 8 total comparable positions.

The Technical Services Manager (TSG) is paid at the same salary range with a market median of \$146,000 to \$188,070 and the 75th percentile is \$157,000 to \$220,000. The total compensation ranking is 3 out of 10 total comparable positions. It can be noted that this position is usually paid a little higher than the Assistant Director of Operations. That is consistent with the market especially for Information Technology (IT) related positions.

The Finance Manager is currently on a scale of \$142,000 to \$191,000 with a median of \$130,000 to \$168,000 and the 75th percentile of \$143,000 to \$185,000. The total compensation ranking is 3 out of 7 comparable positions. The Human Resources Manager is set at the same scale and has a similar median, \$141,000 to \$179,000. The 75th percentile is a little higher at \$152,000 to \$219,000. The total compensation ranking is 3 out of 7 as well.

Ms. Sheeks shared some observations using the compensation policy to analyze and explain her observations. The first tenet of the policy is to pay fair wages and total compensation, being mindful of external competition with peers and that in the public sector the concept of competition is equated with comparison. The wages are competitive and generally above the 60th percentile when compared to peers. Some are at the top of the market, particularly the Deputy Director position. Some salaries and total compensation rankings are in the top three in comparison to seven of the ten comparable agency positions. In other words, out of the ten possible comparisons, Kitsap 911 ranks in the top three which is consistent with the policy of the 75th percentile. This is what we would expect.

In the next slide, Ms. Sheeks shared a graph that shows a comparison of where Kitsap 911 is in relation to different percentiles. The green is the median, blue is the 60th percentile and the orange is the 75th percentile where our agency has chosen to target. The gray is the 90th percentile where a couple positions sit. These numbers are in terms of salary and not total compensation. The Kitsap 911 salary ranges are tracking on the gold line where those high ranges are. She always tracks the high end of the salary range for public sector because of the step systems because the high end of the salary range is where everyone ends up over time, especially where employees stay for a long time and eventually end up at the top of the salary range.

The next slide addressed the second point of the compensation policy related to internal equity and there is some compression between the Executive Director and Deputy Director position. This is not something that needs to be addressed immediately but something to keep in mind. This is also not specific to Kitsap 911. There have been industry-wide issues with recruitment, especially at even more of the rank-and-file level with dispatchers. When salaries start creeping up at the main level of the organization, they ripple throughout. This is something happening especially with interest arbitration related groups like police and fire. There is a lot of

compression happening at the top end of the management levels. For example, she is seeing compression between Police Chiefs and Deputy Chiefs. This is an industry-wide economics issue and as we go through budgeting and collective bargaining, we think through and plan for.

Ms. Sheeks continued that in looking at the third tenant of the compensation policy to make responsible decisions in light of budgetary and fiscal considerations, targeting the median is considered the gold standard for public agencies. If we are looking at the 75th percentile, for example, then that's eventually going to be something that Kitsap 911 will need to think about structurally and budgeting fiscally along down the line. We haven't addressed that at this point but there are considerations especially as a public agency when tax dollars are at stake and a consideration is trying to maintain fiscal sustainability. These policies are developed long term in planning for the organization, and the decisions can impact the broader local and service similar agencies. We all know the public agencies are looking at each other, so when we start making decisions about policies and paying at particular percentage level, they do impact the greater economy in the industry for public agencies.

Ms. Sheeks shared another graph that is a comparison of where the median for this particular market is in comparison with where Kitsap 911 salaries are. The key takeaways are that Kitsap 911 management salary ranges and total compensation generally lead the peer group in the top three of the 10 comparable agencies in the peer group. The management salaries are generally comparable to the peer group in terms of compression with some creeping up with those upper levels of management that are evidenced as industry wide. She recommends continuous evaluation of policy directives.

Director Moriwaki asked what the salaries are for the other agencies, which is something he wants to see. Ms. Sheeks indicated she provided that to Kitsap 911. Ms. Hillman emailed the spreadsheets to the full Board [the Executive Director Hiring Committee received this information the week prior to this meeting.]

Director Moriwaki asked what PSAP stands for. Ms. Sheeks indicated it stands for Public Safety Answering Point.

Director Katie Walters asked what other compensation points that might need to be taken into consideration and how does Kitsap 911 rank among those. Ms. Sheeks indicated Kitsap 911 is falling below average for additional "adds to pay". Surprisingly, the other organizations did not supply additional longevity, but Kitsap 911 was not ahead of the game with additional compensation such as health benefits and the vacation and holiday hours are not exceeding other organizations. It is the salary that is really driving the total compensation figures.

Director Greg Wheeler confirmed that Ms. Sheeks said that common practice for jurisdictions is to adopt a 50th percentile medium and would that be for the entire compensation package. Ms. Sheeks said this would be in the compensation policy.

Director Wheeler asked the Chair to narrow the focus of the conversation towards the action item.

Chair Ellingson said Ms. Sheeks summarized the results of the study and the Board needs to make a decision as to where the salary is going for the recruitment effort.

Director Wheeler said he foresees trying to do is getting the salary adjusted to meet the entire compensation package within the 50th percentile. He asked for confirmation of his understanding that the entire package gives us the 50th percentile median.

Chair Ellingson said that decision is left up to the Board.

Director Jennifer Chamberlin asked for clarification that they are talking about the medium because there is also a range that's offered based on experience, etc. Will it be starting at the median and moving up from there?

Director Wheeler said he was recommending it would be the median salary range at the 50th percentile. We would adopt the salary range at the 50th percentile as the overall compensation as the overall goal with the salary part of that equation.

Ms. Jameson-Owens shared that Ms. Hillman emailed the specific numbers that Director Moriwaki requested and those should be in their email now.

Director Walters said she liked what Director Wheeler is proposing but it sounds like in taking the 50th percentile we also need to look at the total compensation package to see if we are below what others are offering like time off or deferred compensation.

Director Chamberlin said she heard something different that maybe other jurisdictions don't have additional benefits. Ms. Sheeks clarified that a lot of other jurisdictions don't have a lot of additional pay, but some do in longevity or deferred compensation, and Kitsap 911 is below that.

Director Walters said so raise that and lower the salary. She is glad Ms. Sheeks brought up the point about impact on other jurisdictions because really these affect all of us and all of our salary range for like jobs.

Director Wheeler said he is proposing the Board shoot for overall compensation package ranged at the 50th percentile. The Board adjusts the salary to reflect the goal of 50th percentile median compensation package. He requests we get the salary range that gets us within the compensation range.

Chair Ellingson asked if that was a motion. Director Wheeler said consider it a motion.

Ms. Jameson-Owens asked everyone to consider the compression issue Kitsap 911 is having. Consider what that 50th percentile range would be and if that's less than the Deputy Director. It is a Board Decision. Is this the decision the Board is looking to make to pay the Executive Director less than the Deputy Director.

Director Wheeler said starting the Executive Director at the new baseline, we have to adjust for the Deputy down.

Ms. Jameson-Owens asked how the Board does that when they are already paid a certain wage; already employed at that wage?

Chair Ellingson said there was a motion on the floor and asked if there was a second to that motion.

Director Wheeler asked if it was okay to free flow on the floor. Chair Ellingson asked if there was a second.

Director Chamberlin seconded the motion.

Director Wheeler moved [above] to approve Board shoot for overall compensation package ranged at the 50th percentile and that the Board adjust the salary to reflect the goal of 50th percentile median compensation package. Director Chamberlin seconded the motion. See below.

Chair Ellingson said the floor is open for discussion.

Director Wheeler said at some point you have a freeze. This is a future discussion, and we will need to adjust.

Chair Ellingson said we don't have to do that today and that could be a future discussion.

Director Jane Rebelowski asked for clarification that we have a policy now at the 75th percentile and we are trying to get it down to something lower.

Ms. Jameson-Owens confirmed that the Board approved a 75th percentile for all hiring positions to increase recruitment and retention back in 2021 and that is why you are seeing the salaries you are seeing today.

Director Chamberlin asked where the salary is starting at the 50th percentile because with the compression we are seeing now with the Deputy and assistant now, they are at the 90th percentile, correct? What is the proposal we are talking about. The Deputy is at \$239,795.

Chair Ellingson said we are not talking about the Deputy right now. We are talking about the Executive Director, and we will address the other salaries at a future meeting.

Director Chamberlin said it is germane because she is asking what we are proposing for the Executive Director recruitment and to the point of the compression issue we have been discussing. \$260,880 is still above the Deputy Director.

Ms. Jameson-Owens asked that the presentation slide deck be displayed again. Currently the Executive Director makes \$273,000 and the 50th percentile would be \$172,000 to \$226,000 and the current Deputy Director makes \$178,000 to \$240,000. The range would be higher as the Deputy Director than the range at 50% for the Executive Director.

Director Walters asked Ms. Sheeks from her expertise what happens when you want to adjust the Executive Director position; do you freeze other positions, make the policy adjustment.

Ms. Sheeks said yes, they would be frozen at the top level. She would never suggest anyone's salary go down but we would freeze those, perhaps foregoing Cost of Living Adjustments (COLA) in future years until it catches up with the market.

Chair Ellingson said that the motion before you is to set the Executive Director salary and benefits at the median range that was just presented.

Director Rolfes asked for clarification about whether Slide 11, Market Median, is about just the salary or the salary plus benefits. Ms. Sheeks confirmed it was about just salary.

Director Rolfes said she thinks the motion is for the salary median range.

Director Wheeler said the motion was for the salary median range to be adjusted to reflect an overall compensation median range of 50% at the 50% medium range but he hasn't seen the math yet to get the salary adjusted properly to get that overall effect. The biggest consideration is full compensation.

Ms. Sheeks confirmed there is not a slide that would show the median for total compensation. Director Walters asked if there was a dollar amount for full compensation. Ms. Sheeks said the median for total compensation is boiled down to a net hourly amount of \$153 per hour including paid leave, etc. The median total annual cash including any "adds to pay" and medical contributions would be \$264,000.

Director Walters asked what it is currently. Ms. Sheeks indicated it was \$312,000 for the Executive Director.

Director Wheeler said we are all thinking carefully about this because it is important, but the total compensation is the most important part of negotiation. The salary may fit other situations better but overall recruitment and retention, total compensation is the focus we should have.

Director Rolfes said that for the purpose of advertising the job, we need to have a clear salary range and then say plus benefits. Then when it is time to negotiate the salary, they will negotiate for the highest range and highest benefits, and the Board will have a conversation about whether that's the median or if it is too much or not enough. That is what we are being asked to do to advertise the job.

Chair Ellingson said he suspects the benefits package will be the same as all the other employees at Kitsap 911 and there should not be a difference there.

Director Rolfes said that when you recruit somebody top notch and they ask for more salary and we say that it is out of our range, we figure out a different way to compensate them.

Chair Ellingson said that's all part of the negotiation.

Chair Wheeler said we do need a fixed salary range and it's just how much experience and all the other things will be negotiated once the person comes in.

Director Rob Putaansuu said he has a chart in front of him which doesn't show him what he is being asked to vote on here. It would be nice to see what those numbers are before we cast a vote. He understands the urgency and we want to get the job advertised but it's tough to vote on something he can't see numerically.

Director Rolfes said that they just received two emails with one with the PowerPoint that shows the top numbers and one is a spreadsheet that shows all the comparable salaries so you can look up the positions across each agency.

Director Putaansuu asked that aren't we talking about a number that is different than any of that information?

Ms. Jameson-Owens said that the document on the screen shows the 50th percentile number at \$172,000 to \$226,000.

Director Putaansuu said \$172,000 to \$226,000 and so the Deputy Director is making more than that. Ms. Jameson-Owens said currently the range for the Deputy Director is \$178,000 to \$240,000.

Director Putaansuu said we would be approving a salary much lower than the current Deputy Director. He asked where the Deputy Director is in the range today. Ms. Jameson-Owens said he is at the top of the range.

Director Chamberlin asked if we were going to be discussing a freeze of salaries or is that all wrapped up into this one. Chair Ellingson said we don't need to make that motion today but can put that on as an agenda item in the future.

Director Walter said she doesn't know if we want to consider a freeze and then also changing the policy – this might be a future discussion – if we want to change the policy from 75th percentile to 50th percentile. That needs to be a future conversation as we can't keep everybody at 75th percentile.

Director Rolfes indicated the Board has some big policy decisions they need to make.

Director Wheeler said that if we all agree the overall compensation policy is what we are trying to achieve to be competitive for recruitment and retention, we could approve the new policy that sets the overall compensation package at the 50th percentile medium. He said he finds it odd that we must have a separate one for the salary which one could disrupt the other one. These two ordinances must be aligned. Since the goal is to do both compensation and salary today, we don't have the salary number and we can't do that.

Chair Ellingson said that if we set the salary at the 50% range, that all the fringe benefits will be the same as all other employees at Kitsap 911. That may be higher or lower, but he suspects there is a pretty good benefit package for all those benefits which will help in the recruitment process. What we need to look at is the range of the salary that can be put in the recruitment package, and we don't have to spell out all the benefits at that time. They can get that separately, but it ought to be the same package that everyone else is getting.

Director Walters asked Ms. Jameson-Owens if Executives get something else like a percentage at the end or something else as part of the compensation. Ms. Jameson-Owens said there was a retention bonus in the contract that just ended for all the collective bargaining units and all the management had gotten that retention bonus as well. The is the only thing and it is the same thing everybody in the agency gets. There is nothing outside of that.

Director Walter asked what that percentage was. Ms. Jameson-Owens said it was 2% of a three-year average for all hours worked.

Ms. Jameson-Owens said that if the Board is looking to changing the policy and moving to the 50th percentile, it would be a good idea to get all the information in front of us. It is not just management positions that are paid at the 75th percentile. It is supervisors and assistant supervisors and all that. If they only freeze management, there will be compression there. It would be a good idea to put more data in front of you to really analyze before making that decision.

Chair Ellingson asked when the contract is negotiated again. Ms. Jameson-Owens said a two-year contract just started January 2026 and it expires December 31st of 2027. The tech group, who would also be impacted, have a three-year contract.

Director Moriwaki said as he looks at the comparables, he gets more confused. Kitsap 911 is the third highest but far from the largest in terms of volume. No matter what metric used, we pay a lot in terms of budget worth. It doesn't seem to be comparable. He wants a comparable that is roughly the same amount of comp, population served, call volume, and size of agency. He doesn't even know how he can talk about salaries and he is not even sure the agency has been appropriately spending on this.

Director Wheeler said obviously he is not wed to his proposal, and he doesn't take it lightly to reduce the median comparison from 75 down to 50 so far as we have had years of recruitment and retention challenges at 911. That is going all the way back when it was a County division. There are several reasons why that might be – trailing spouse may be one of them. Opportunities for an income for a spouse, proximity to other services, other opportunities, education, entertainment, cultural diversity. Coming to the peninsula was a challenge. We could pick any one of several reasons. We bumped up the salary scales to get us competitive. Now it is a matter of what our future is as far as sustainability with all our jurisdictions in funding them. That is where we are today. When he brings forward the number of 50%, that is not taken lightly.

Chair Ellingson said that one of the challenges was when Pierce County gave all their employees Law Enforcement Officers and Fire Fighters Retirement System Plan 2 (LEOFF 2) and we have the Publica Employees Retirement System (PERS). There were a lot of employees that left during that time frame so there are a lot of things that must be taken into consideration. Obviously, a 75% level makes us more competitive in a recruitment arena and maybe causes some other Executive Directors to put in for that position. King County just had 68 applicants for theirs so he thinks the market is viable out there and we may in fact get quite a few qualified candidates. That is your decision but the motion we have before us today is to put it at the median range of the study.

Director Rolfes said that the motion is the median range of the salary and benefits and it would

help if there was a friendly amendment so we can move focus on the salary.

Chair Ellingson said we are not going to change the benefits.

Director Wheeler said if we were to remove the benefits, the full compensation portion and just focus on the salary, he doesn't think that changes the entire equation too much. We are getting close to what we are looking for so he would approve that friendly amendment. However, he is not sure how we ensure that what he considers to be the most important aspect for negotiation, recruitment, and retention is the entire compensation package.

Director Chamberlin said she would second that friendly amendment. She asked if we are concurrently or in a separate motion discussing freezing the other salaries?

Chair Ellingson said that there will be another motion. He said we might get the answer to our recruitment shortly after we post it to see if there is anybody that responds and then we may have to adjust to that. Right now, that is the motion that is before you.

Director Moriwaki asked Chair Ellingson what agency just had that recruitment. Which King County as there are a couple here: Valley Comm, Norcom. Chair Ellingson said he did not remember just that it was King County 911.

Director Moriwaki said there is Valley Comm, Norcom. Norcom didn't send a response for their salary. Valley Comm is on the high end...the highest salary at \$332,000. But at 50% they are at 262 and we are at 273. He doesn't know if they are offering at the high end but certainly one-third of a \$1,000,000 would be appealing.

Ms. Sheeks suggested it may have been P-SERN, the Public Safety Emergency Radio Network, who is also recruiting and she is working with that agency as well.

Chair Ellingson said he was just given the general terms of King County. Ms. Sheeks confirmed there are several and it is confusing.

Chair Ellingson restated the amended motion.

Director Wheeler moved to set the salary range for Executive Director recruitment at the median value as presented. Director Chamberlin seconded the motion. There were 12 ayes and Director Moriwaki voted nay. Motion passed.

Ms. Jameson-Owens asked if there was any further discussion.

Director Chamberlin said that for the third time she is asking if anybody wants to suggest

freezing.

Director Wheeler said that it is a pretty wise thing to tie right into this. We are addressing compression immediately. Why wait?

Ms. Jameson-Owens asked if it would be reasonable to ask that we bring forward data so that the Board can look at the data and what the compression is between the represented staff that are supervisors and the next step. There is only a 10% difference between them now.

Chair Ellingson said we need the whole picture before we make any kind of decision like that. We will put that down for a future meeting with the data Ms. Jameson-Owens will provide.

Director Chamberlin asked how often salary studies are done because if we are freezing, the median is going to change over time. Is it done every time there is a bargaining agreement? Maybe we can have an agreement that a salary study is done for administrative jobs concurrently with bargaining agreements. Ms. Jameson-Owens confirmed that she is correct and it is done every time there is a bargaining agreement.

Discussion Items

Executive Search Update

Human Resources Manager, Rachael Taylor, reported the Executive Director Hiring Committee (EDHC) had two meetings in January. The EDHC approved the approach that Ms. Sheeks used to establish our comparables for the study. Last week, on February 26, the committee met again with Marissa Karras of Karras Consulting who is doing the Executive Director hiring search. The EDHC approved the job description, the timeline, which was dependent on the compensation. We can meet our timeline and the marketing strategy to advertise the position. Ms. Taylor invited anyone else on the committee to add their comments.

Chair Ellingson thanked her for a good summary.

Performance Measures

Deputy Director, Brandon Wecker, presented a [slide deck](#) of the annual performance measures providing information on operational goals, staffing topics, customer satisfaction, public disclosure requests, technology workload, system reliability and finance. Details are included in the attachment below.

Director Wheeler stated that it was an excellent performance report and whatever Mr. Wecker and the Board are doing, he hopes we can continue it.

Chair Ellingson said it was a pretty good score card.

Governing Directive -60 Updates

Ms. Jameson-Owens indicated that there are two areas in Governing Directive-60 that require edits. The first is section 5.8(E) - further clarification is needed for documentation required when Kitsap 911 chooses to piggyback on a State or Federal purchasing contract. New language adds that the vendor is required to provide detailed specifications, deliverables, and other pertinent data for Kitsap 911 to issue the purchase order.

Ms. Jameson-Owens shared that the second update is Section 6.0(B) - with the increasing number of subscriptions that offer multi-year discounts, we need language on how the total value of the purchase should be calculated. New language adds the level of approval required is determined based on the greater of either the total expenditure expected within the current year, or the sum of the non-cancellable portion of the agreement term.

Board Study Prioritized Recommendations

We wanted to provide a brief overview and next steps out of the board retreat we had on February 10, 2026.

The primary purpose of the retreat was to review and work through the recommendations outlined in the Mission Critical Board Composition and Effectiveness Study, and to identify the Board's key priorities for 2026. The highest priority Identified was Restructuring the Board to less members. How to do that and what the composition should be had no recommendation yet.

Ms. Jameson-Owens shared that the other recommendations to consider included:

- More fully utilizing the Strategic Advisory Board (SAB).
- Clarifying the use and role of Board alternates.
- Reconsidering election cycles for the Chair and Vice Chair.
- Further clarifying the vision and role of the Board of Directors to better manage overlapping responsibilities.

The next step identified was for Kitsap 911 staff to compile and present information to the Board about any legal issues that need to be considered prior to a change of board structure, including review of the ordinance, charter, bylaws, etc.: gathering information on other 911 centers including agency structure, board composition, and board member roles.

We expect to have this information compiled and ready to present at the May board meeting.

Strategic Initiative #2 Progress Report

Finance Manager, Steve Rogers reported on the Communication initiative of Strategic Initiative #2. He has made several changes to the monthly Finance Report that is in the meeting packet. He will go over those changes next month. The overarching goal was to make the reports more transparent, easier to read and follow, and clearer.

Mr. Rogers also reported on the Financial Principles goal indicating the internal policies, procedures, and written documents related to the Finance group are being updated. Some of those tasks are on hold because we are in the middle of creating a Request for Proposals (RFP) to replace the current accounting system. It doesn't make sense to update the written processes only to redo them once we deploy the new system, but we are reviewing all our written financial procedures and policies such as Governing Directive 60. We are identifying gaps and places where legislation has changed or there are different internal or external polls and updating those. He will give a more in-depth report on the RFP for accounting software next month, but we look to be publishing that soon with the overall goal of updating the system in the fourth quarter and going live in 2027.

Standing Reports**Strategic Advisory Board (SAB) Report**

Chief Rick LaGrandeur reported that the SAB met about World Cup planning meeting on February 17 with members of the SAB, Department of Emergency Management and Kitsap 911. The minutes from the meeting went out to all the SAB members. The focus was to just talk about the individual planning that we have going on. We talked about putting together a County-wide incident action plan, so we know about all the activities around the County. We discussed other events that normally take place during mid-June to early July, especially Fourth of July celebrations. We will have additional meetings in the next few months, including two in May and two in June to make sure we have everything put together as best we can to be prepared for those three weeks. We are going to invite additional agencies to be pulled into this planning including possibly the Coast Guard and St. Michaels Medical Center.

Chief LaGrandeur also reported that we are down to the last two agencies for mobile radio installations including his own, North Kitsap Fire and Rescue. There is a planning meeting scheduled for tomorrow for their installations and then Bainbridge Island Fire Department is the last agency.

Good of the Order

Chair Ellingson reminded the group to set clocks ahead on Sunday. Director Moriwaki said that British Columbia is going to make it permanent. Chair Ellingson said we have an initiative before our Congress to do the same thing that is just sitting there.

The Meeting adjourned at 1400.

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



2025 PERFORMANCE — MEASURES —

We present these performance measures each year to provide an opportunity to evaluate how we are doing. Feel free to stop me on any slide if you have questions, there will also be time for questions at the end.

The image shows the exterior of a building with a modern design. A teal header is overlaid on the top left. The building has large glass windows and a concrete walkway. A sign with the number '911' is visible on the wall. The header text reads 'Performance Measures - Topics'.

Performance Measures - Topics

- Call Processing and Answering
- Dispatched Events
- Recruitment
- Staffing and Hours
- Training
- Performance Management
- Customer Satisfaction
- Public Disclosure Requests
- Technology Workload
- System Reliability
- Budget and Finance

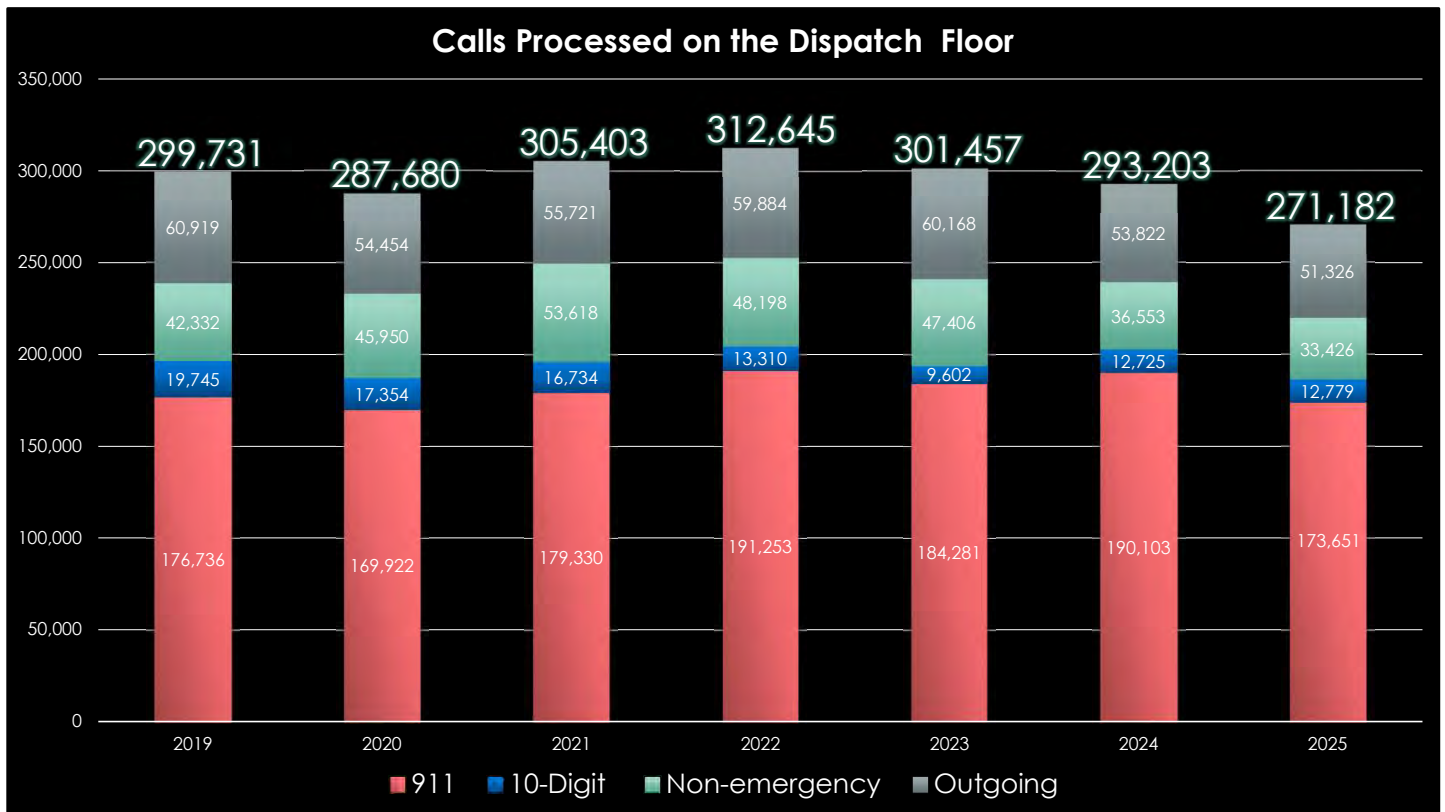
During this performance measures presentation, we will provide information on operational goals such as call processing and answering as well as dispatched events.

We will then cover staffing topics including recruitment, hours worked, training, and performance management.

We will then take a look at both our internal and external performance management, our customer satisfaction, and public disclosure requests.

Then we will assess our current technology workload and system reliability.

Finally, we will wrap up with a look at our budget and finances.



We begin with calls processed by the dispatch floor.

The dispatch floor processed 271,182 calls in 2025, down about 7.5% (293203) from 2024. Of these total calls:

- 173,651 of them were 911 calls, down 8.65%

We will take a deeper dive into the origin of these calls in the following slide.

Of the remaining calls

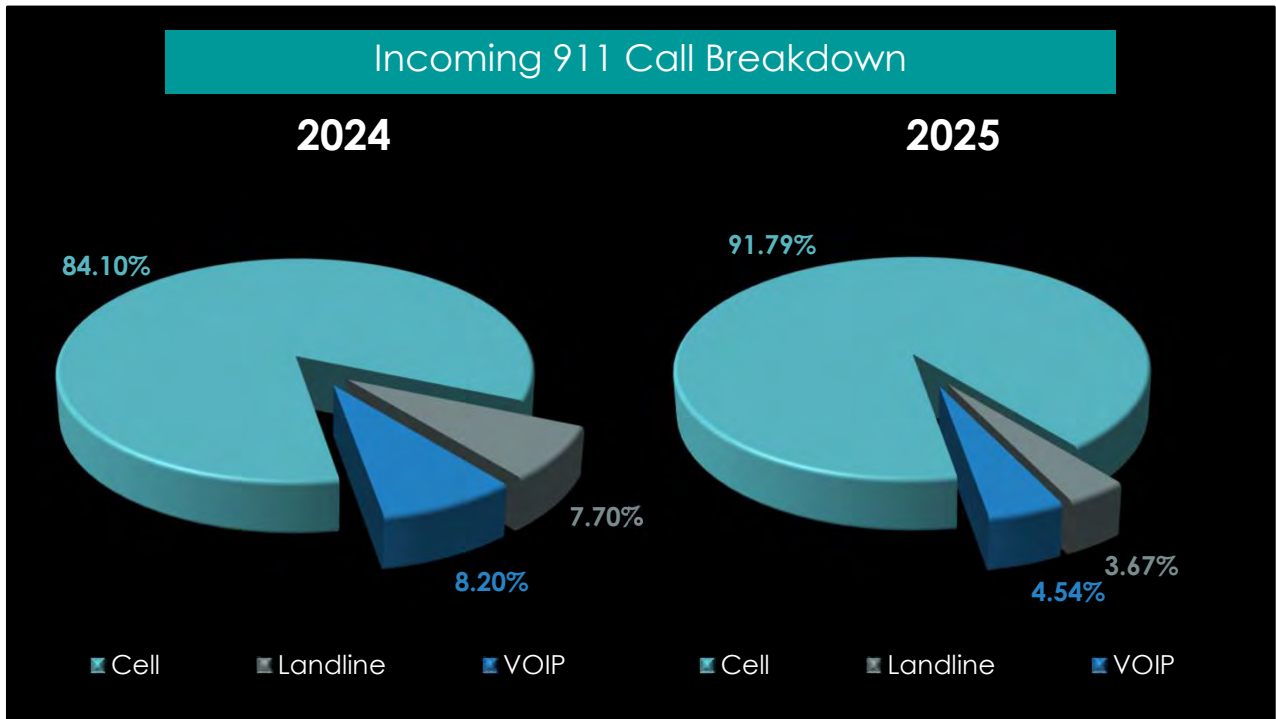
- 12,779 were 10 –digit emergency lines/alarm lines, up 0.4%
- 33,426 were non-emergency calls, down 8.5%
- 51,326 were outgoing calls , down 4.6%

While overall call volume may have gone down the workload has not gone down due to the increased complexity of calls being handled.

When analyzing the call volume

- Our busiest hours of the day were between 9am and 5pm. During these 8 hours we took 56.78% of our calls.
- Our busiest days of the week were Wednesday, followed by Friday. Our least busy days were Sunday followed by Saturday.

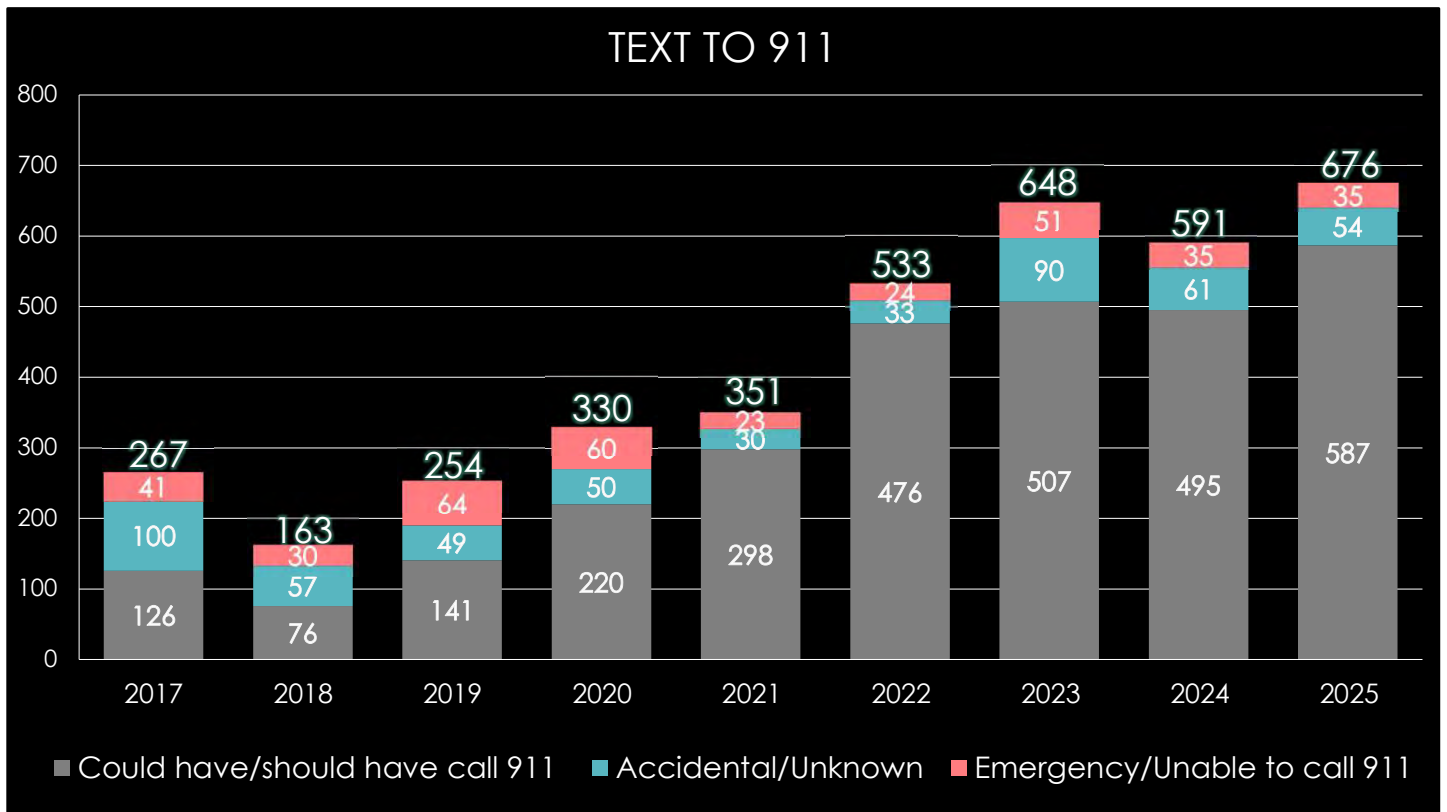
The average talk time was 2.8 minutes up from 2.6 this amount fluctuates depending on the details of the call and the workload occurring at the time of the call.



Looking closer at the origin of incoming 911 calls we have seen a trend over the years of a reduction of land line calls. With the bulk of this being filled by cell calls.

Previously we also classified Voice over IP calls commonly referred to as VOIP calls in with landline, but with the rising trend of mobile offices we have broken VOIP calls out into their own section because while they could be made from a caller’s residence it is also likely that they are made from a different location using a laptop.

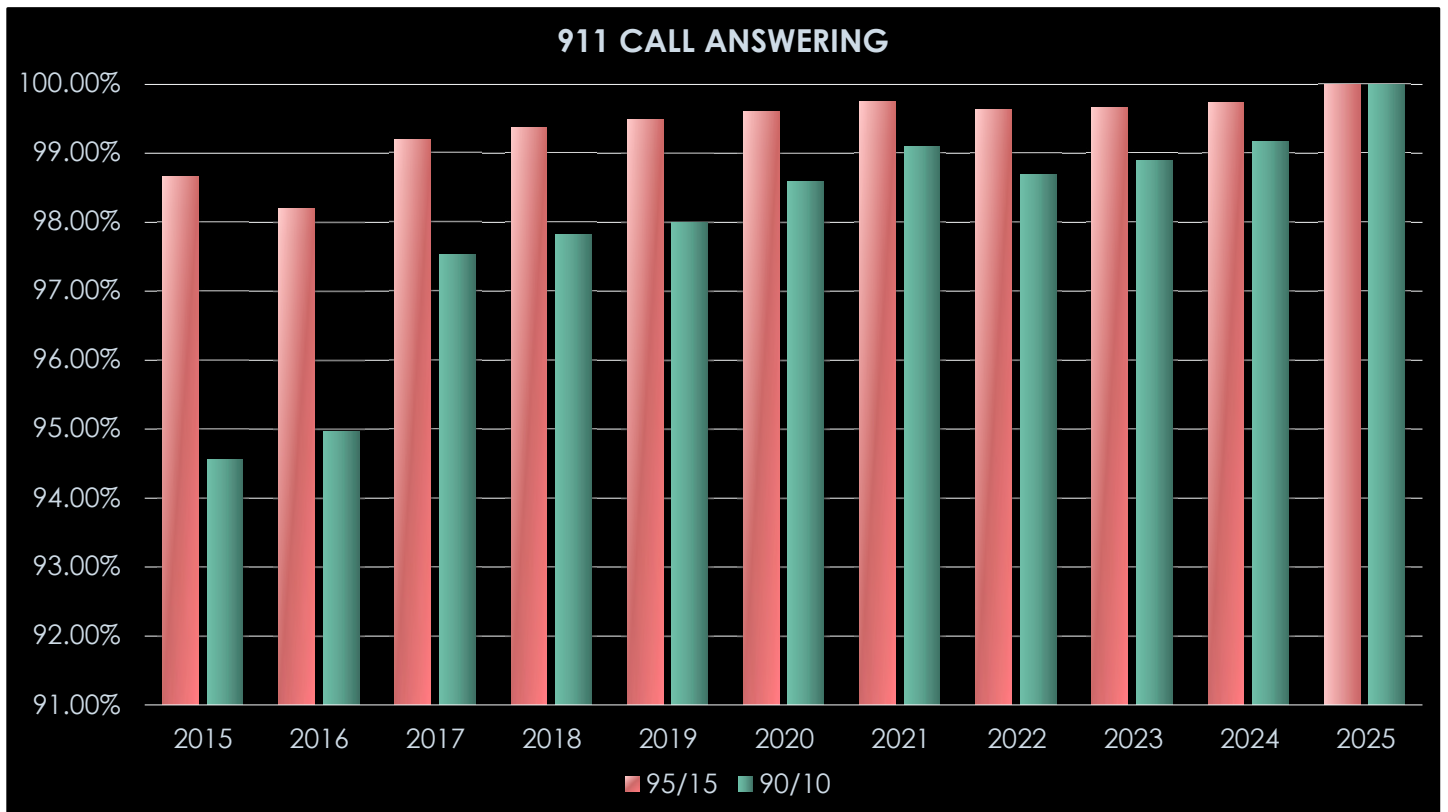
As you can see Cell calls are the bulk of our calls at 91.79 %, and our amount of VOIP and land line calls has seen a sharp reduction in 2025 falling to a mere 3.67% for land line calls and another 4.54% going to VOIP.



In 2025, Kitsap 911 processed 676 Text to 911 events, an increase of 14.4% from 2024.

35 of these were for an emergency where the caller was unable to make a voice call.
 54 were accidental
 587 would have been better as a voice call.

This has been a continued trend over the years and we posted multiple announcements about saving text for emergencies on our social media and are looking at adding it to our public education campaigns.



For call answering performance, we look at two goals.

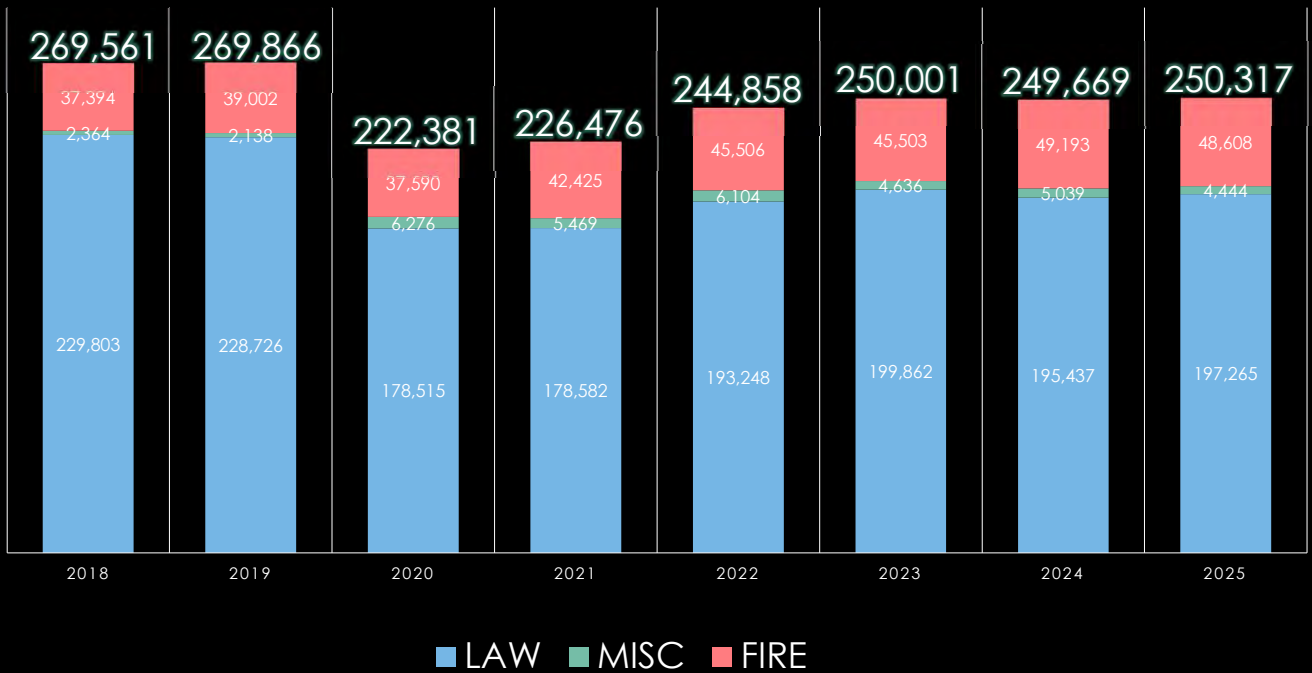
First, we look to the National Fire Protection Agency also known as NFPA and standard 1225 which is - 95% of all 911 calls are answered within 15 seconds. We continued to exceed this standard in 2025 with 99.84% up from 99.74%

We also look at Kitsap 911's internal goal of all 911 calls answered within 10 seconds 90% of the time.

We also exceeded this goal with 99.33% up from 99.18%.

The average 911 call was answered in 2.9 seconds.

DISPATCHED EVENT HISTORY



In 2025 Kitsap 911 handled 250,317 events on the dispatch floor, an increase of .26% from 2024 (249,669).

Of these events

- Law accounted for 197,265, an increase of .93%
- Fire had 48,608 a decrease of 1.2%

Other events such as callouts to other agencies, public works, water districts, roads etc totaled 4444 for a 11.81% decrease.

When reviewing the criticality of these events

P1 events were 1% of the total and

p2 events were 6.16% of the total

Priority 1 and 2 events are defined as having a immediate threat to life and safety

p3 events made up 49.22% of the total

Priority 3 events are defined as having a potential risk to life or property, and these type of calls are the highest amount of calls we receive

Dispatch Performance Standards							
Priority 1 Law Enforcement	2019	2020	2021	2022	2023	2024	2025
Average Dispatch Time Priority 1 Law Events	:30	:26	:26	:26	:28	:26	:30
FIRE/EMS Standards	2019	2020	2021	2022	2023	2024	2025
90% Dispatched within 64 Seconds	81.5%	75.6%	78.2%	75.6%	69.1%	72.3%	69.5%
95% Dispatched within 106 Seconds	96.6%	96%	96.5%	96%	95.5%	96.5%	95.5%
Answered to Dispatched	:47	:52	:50	:52	:56	:54	:54

Now we will look at dispatch performance standards for law enforcement and fire.

Our goal for P1 law enforcement events is to dispatch these events within 30 seconds of their appearance in the CAD system.

We met the goal in 2025 with a 30 second average.

For priority 1, 2, EMS, and Fire events we look at two categories:

- The first category is 90% of events dispatched within 64 seconds, our average for 2025 was 69.5 % down from 72.3%.
- The second category, 95% of events dispatched within 106 seconds, our average was 95.5% a 1% decrease from 96.5%.

Our average answer to dispatch time for all fire and EMS events was 54 seconds, the same as 2024.



We held 6 recruitments in 2025.

In 2025 the length of our recruitment process dropped to 85 days down from 112 days in 2024.

Shortening this has been a continuous improvement goal as it helps keep candidates invested and interested in the hiring process.

From these recruitments, we hired 14 new employees.

Employee Exits

4
Probationary

9 FTE

5
Non-
probationary



We had 9 full time employees leave KITSAP 911 in 2025.

Of those 9 people 4 were probationary and 5 were not.

- Of the probationary – 2 were terminated for job performance, 1 was terminated to attendance issues, and 1 was terminated for behavioral issues
- As for non-Probationary, 1 resigned for policy violation, 1 resigned for family reasons, 2 resigned to pursue career opportunities outside Kitsap 911, and 1 moved to extra help

Staffing

Today

- 1 vacant in our Technical Services Group
- Fully staffed in Admin and Management
- 8 Operations positions short

- Operations April & August Hirings
- Lateral position is continuously open

Today:

We have 1 vacant System Technician position in our Technology Group which was added by our board in February, and we are currently involved in recruiting to fill this position

We are Fully staffed in Admin and Management

In Operations are we 8 Positions short, however we will be hosting an academy in April to bring in additional new hires with another academy scheduled for August

Our Lateral Position is always open and in 2025 we hired 1 lateral employees

The infographic features a background of dark, geometric shapes resembling a mountain range or a stylized cityscape. At the top, a teal horizontal bar contains the title 'Our Employees'. Below this, a dark grey rectangular box contains the following text: 'Average Tenure: 7.77 Years', 'Retention Rates:', 'Non-Probationary 91%', and 'Probationary: 84.6%'.

Our Employees

Average Tenure: 7.77 Years

Retention Rates:
Non-Probationary 91%
Probationary: 84.6%

Our average tenure is 7.77 years, down from 7.78 years in 2024.

Our Non-Probationary Retention Rate was 91% up from 84.9%

Our Probationary Retention Rate was 84.6% up from 81.3%

We just completed the 2025 succession planning review. In the next 4 to 5 years, 24 employees plan to leave Kitsap 911, 17 from operations, 2 from admin & management, and 5 from tech.

11 of these are for retirement, the rest are either looking for a change to work life balance or career progression.



Our Employees

Average sick leave per employee per year:
112 hours

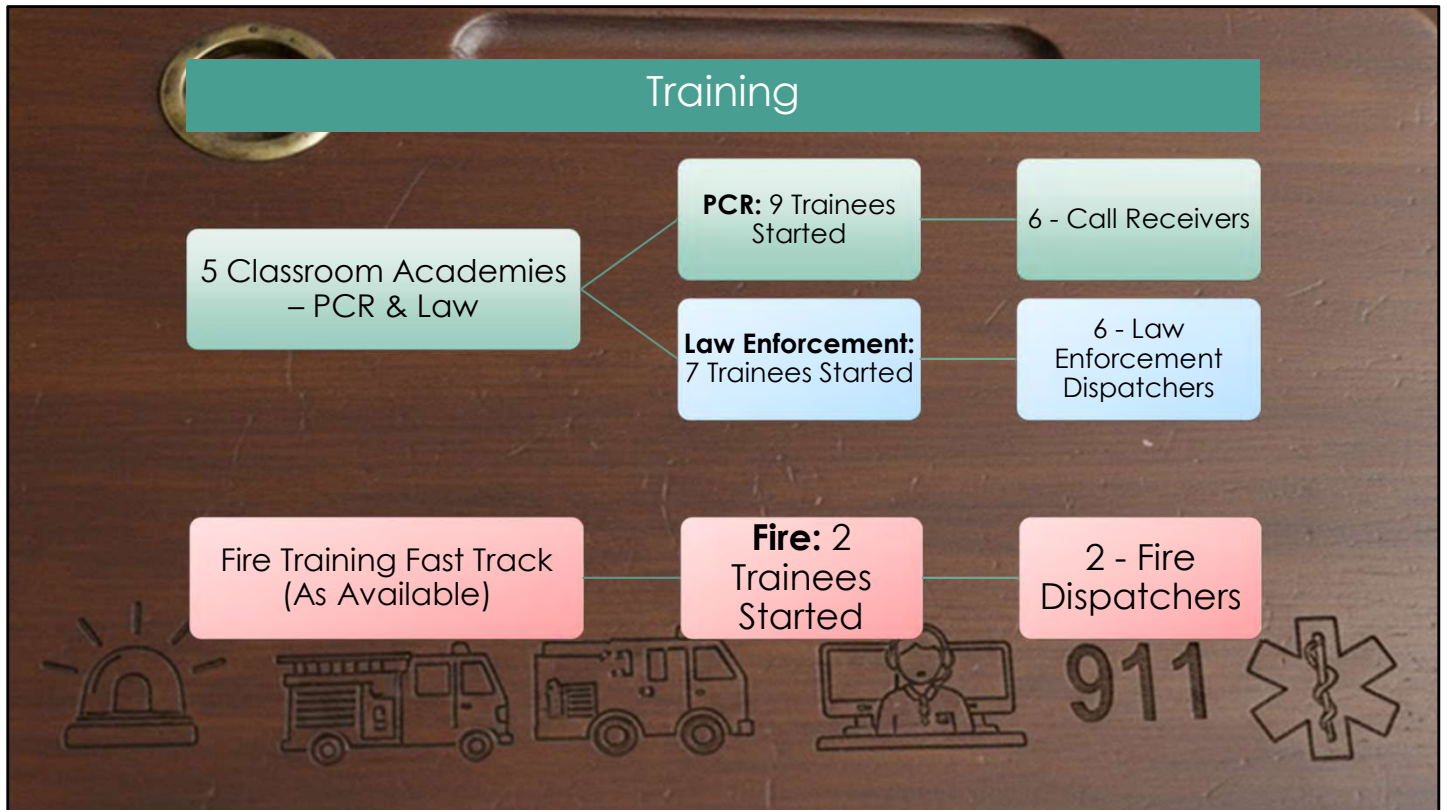
Hours of overtime worked:
17,309

Use of sick leave went up 12.5% in 2025. Giving us an Average sick leave used per employee was 112 hours. 70% of those hours were for protected leave.

Our employees worked about 17,309 hours of overtime, down from 18,115 hours in 2024.

The bulk of this time is worked by Operations and this is an 800 hour drop in the last year which continues our trend of reducing overtime, however we still have a ways to go. We continue to work to decrease overtime, especially mandatory overtime to help create a better work/life balance for our employees and increase employee retention.

The amount of overtime per individual isn't fixed. As an organization, we need to fulfill the overtime requirements, but the contribution from each employee varies based on the person and the year. When examining the data, some full-time employees worked fewer than 100 hours of overtime, while others exceeded 1000 hours. On average, each employee puts in around 200 hours of overtime.



Training is not a one-time event at Kitsap 911; it's an ongoing commitment. Our team participates in regular training sessions to stay up to date with the latest protocols, technologies, and best practices in emergency response. Additionally, we hold academies to train new call receivers and help them to advance to dispatching.

We could not do this without the work of our trainers and we are incredibly grateful to all those who contribute their time to our Kitsap 911 Training Program.

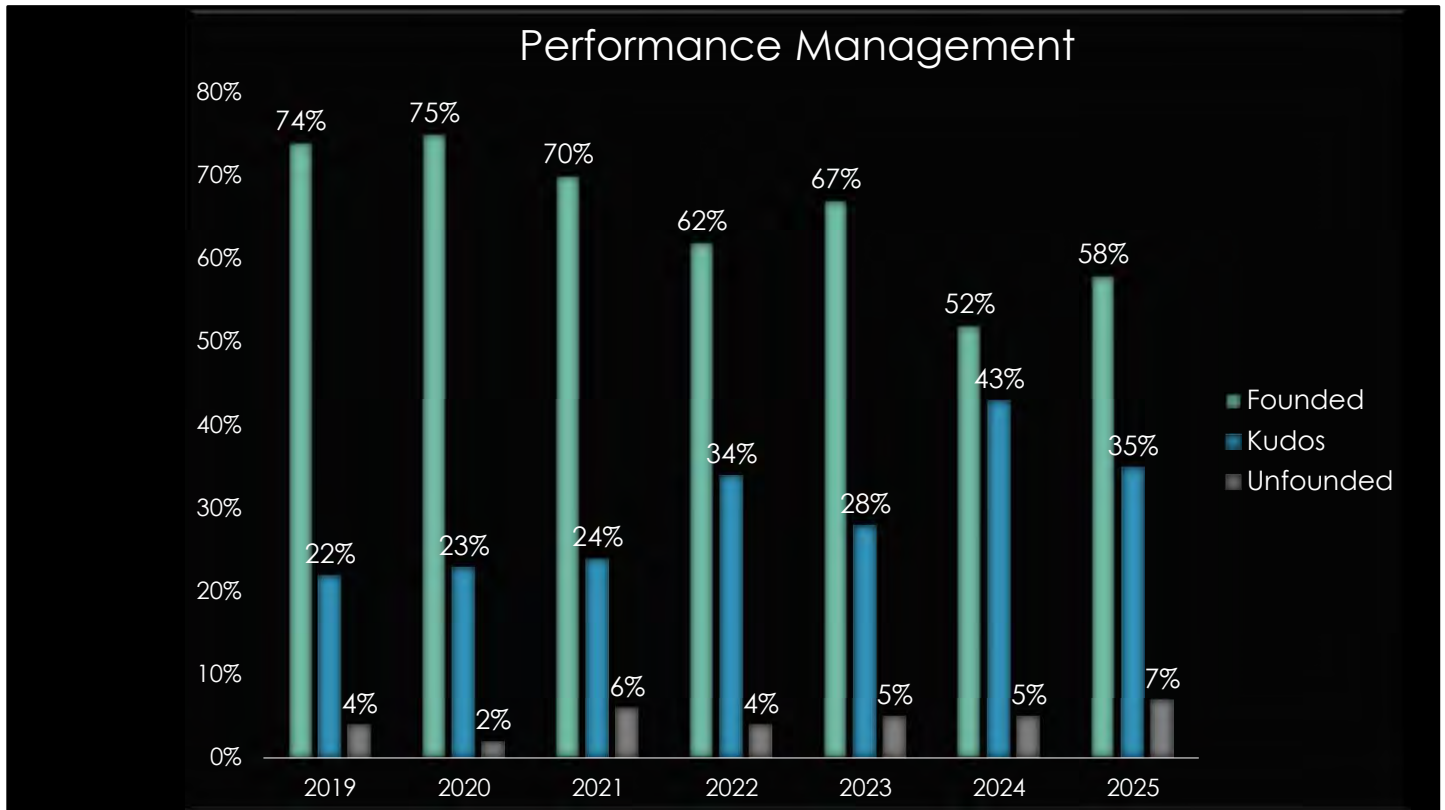
We held 5 of training academies in 2025, **3 for call receiving and 2 for law enforcement dispatch.**

This gave us a total of 16 trainees that went through our academies.

9 went through Call Receiving Academy and 6 were signed off as call receivers, 3 could not meet the job requirements and their probation was terminated.

7 went through Law Enforcement Dispatch Academy and 6 were signed off as law dispatchers. 1 Law Enforcement trainee chose to step back to call receiving for additional work experience

For training in Fire dispatch - We did not have enough students at one time to host a Fire Dispatch Academy, instead we fast-tracked 2 students through the fire discipline as dispatchers as they became ready to take on the last portion of their training and both were successful



For this performance measure we look at performance inquiries, we review all concerns we receive on an employee's performance and any we receive from our customers, including the public and member agencies. These also include kudos for exceptional handling of a call or an event.

The supervisors group completed 769 performance inquiries in 2025, down from 945. Of those 58% were founded, up from 52%

- For these performance measures founded means there was evidence supporting the claim
- The majority of the founded inquires provided low level feedback for minor errors with limited impact.
- 7% were unfounded which is up from 5%
 - For these performance measures unfounded means there was no evidence to support the claim

35% were KUDOS down from 43% we are still committed to our goal to bring more positive feedback to our employees.



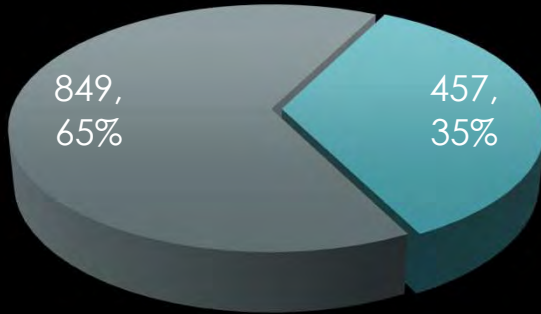
Of the total 769 inquiries, 94 were from an external source, this is up from 47.

Of those from outside Kitsap 911,
 37% were unfounded, up from 34%
 22% were kudos, up from 19%
 and 41% were founded, down from 47%.

Kitsap 911 also had 1 internal investigations in 2025 in which the employee resigned before it was concluded.

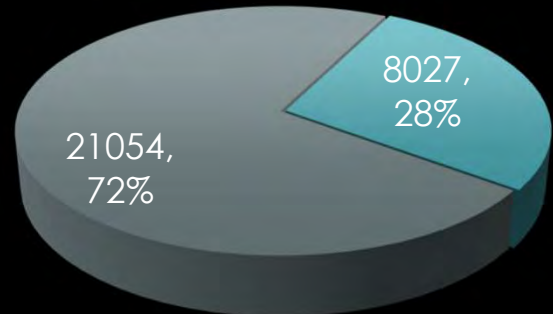
Customer Satisfaction Survey

2024 – 2 Weeks
Total - 1296



■ Responded ■ No Reply

2025
Total - 29081



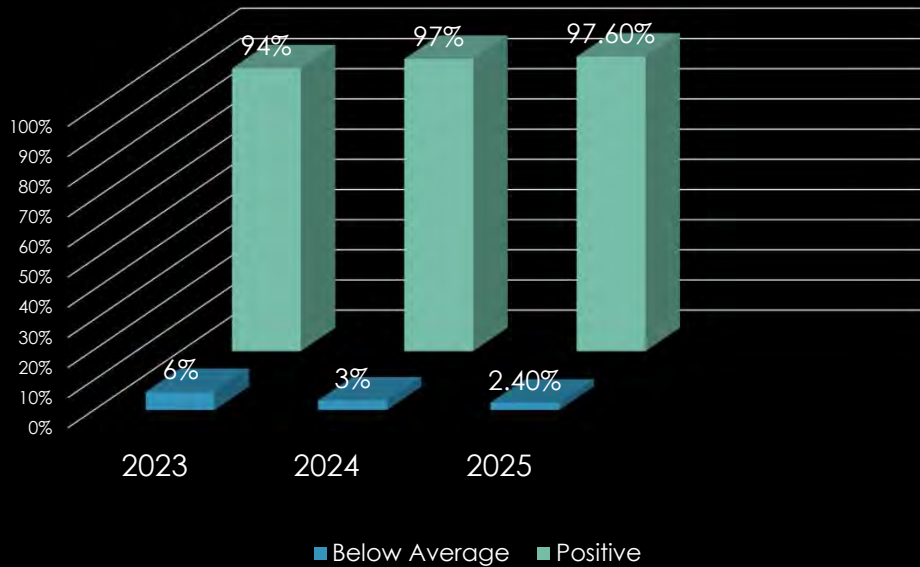
■ Responded ■ No Reply

In December 2024, Kitsap 911 implemented a new Customer Service Satisfaction Survey using text messaging to enhance community engagement and improve our emergency response services. Previously, we relied on mailed survey postcards, which were expensive and had a low return rate. By implementing this text-based survey system, we have significantly expanded our outreach, increasing response rates.

In the 2 weeks of 2024 that this system was live we sent out a total of 1,296 requests and received 457 back for a 35% response rate.

In 2025 this system sent a total of 29,081 survey requests and received back 8,027 for a 28% response rate. This is down 7% from the 2 week sample rate in 2024, but we should be able to do a more exact year over year comparison next year.

Customer Satisfaction Survey Responses



Keep up your excellent work!!

Pleasant, calm, reassuring. Job well done. Thank you.

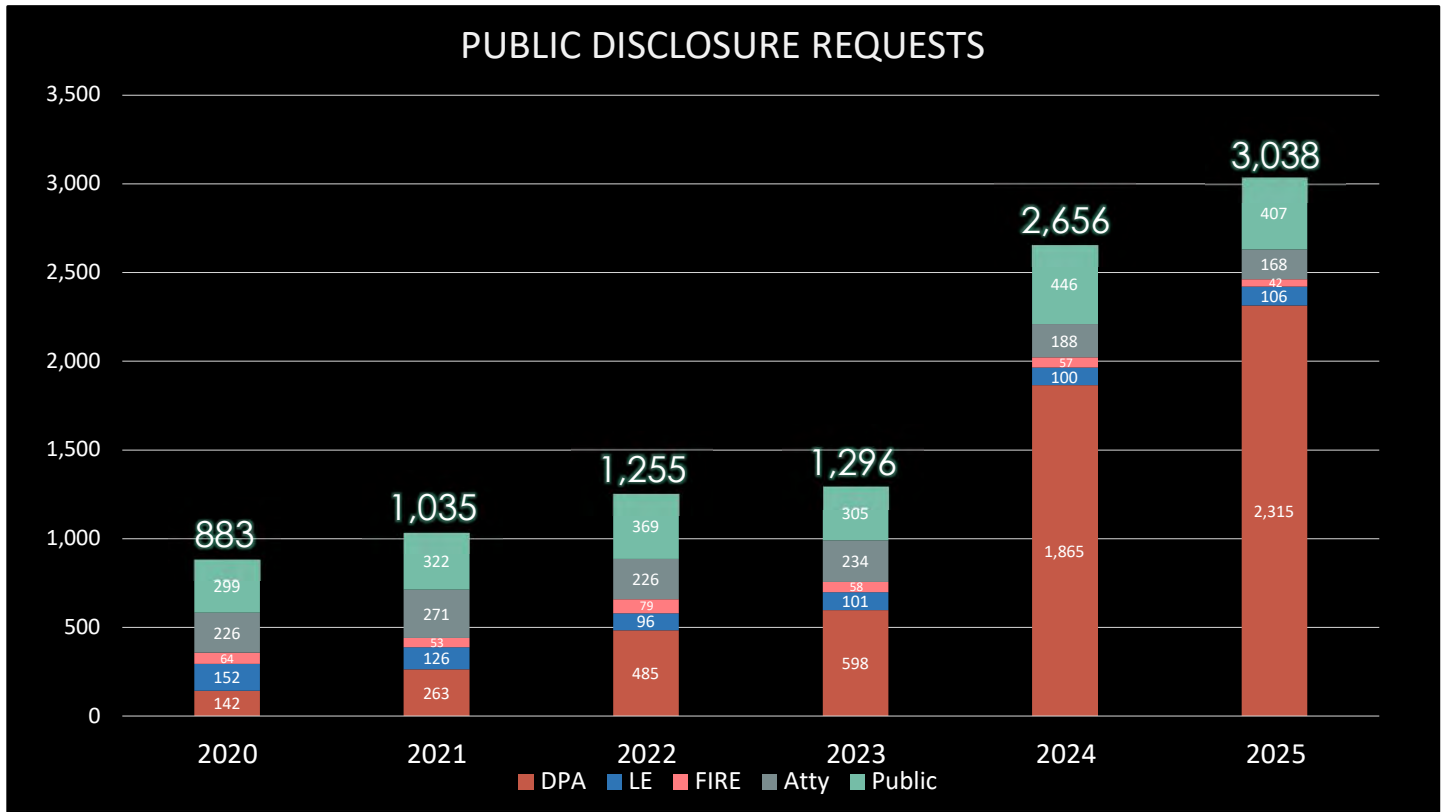
Very easy to understand, highly professional, and extremely polite with only pertinent questions.

I was fully satisfied and want to thank everyone for the work they do to keep our community safe.

97.65% of the feedback received has highlighted positive interactions with Kitsap 911. Some examples of the responses we've received are included on the right.

If any part of a survey response is below average, we work with the supervisor's group to review the call and take action as necessary.

We sincerely appreciate our community's feedback, as it helps us enhance our services and better serve Kitsap County. We also extend our gratitude to our dedicated employees for their commitment to providing professional and compassionate assistance every day.

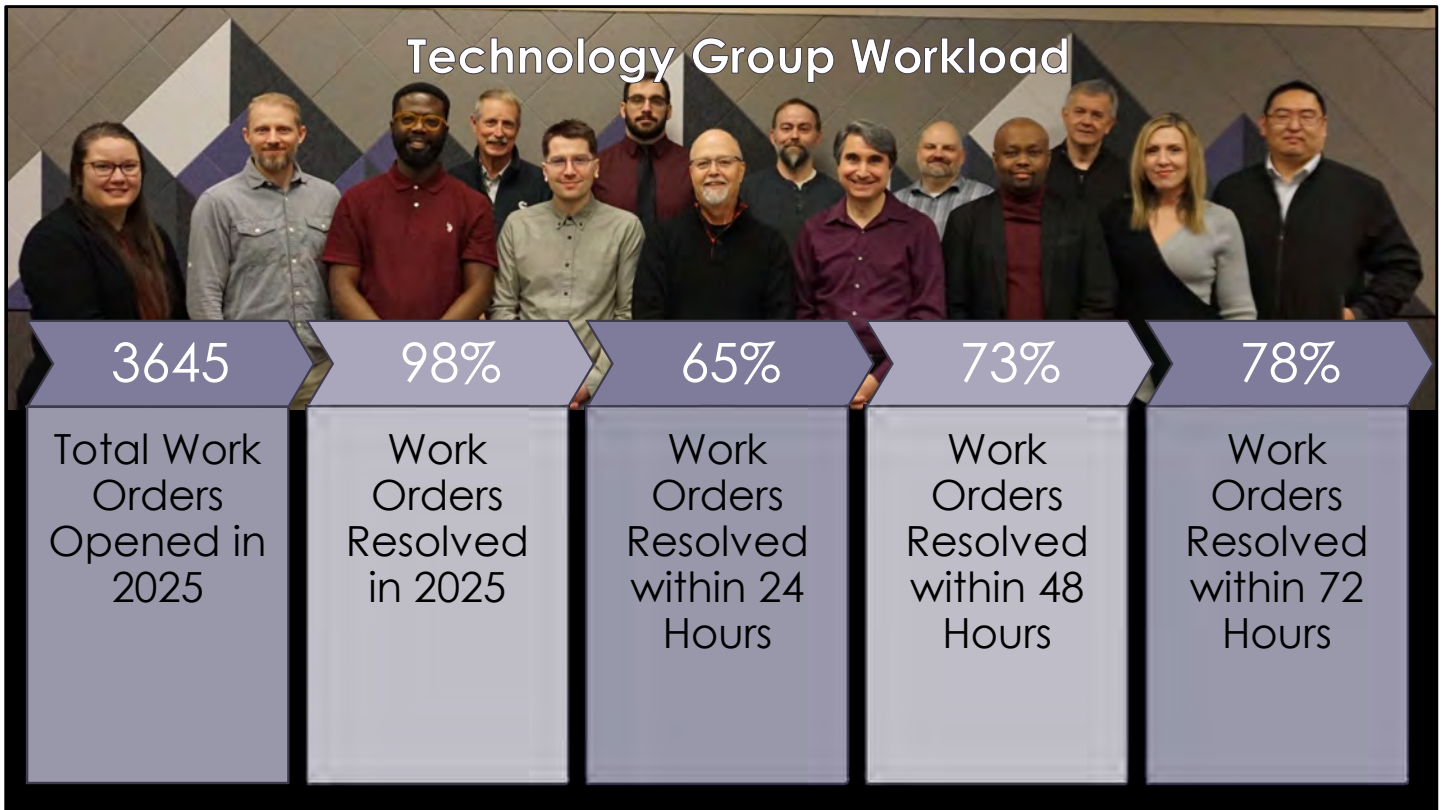


For public disclosure requests we increased 14% going from 2,656 to 3,038 in 2025.

- The increase was due to a continued increase in the number of requests from the prosecutors' office. (2315)

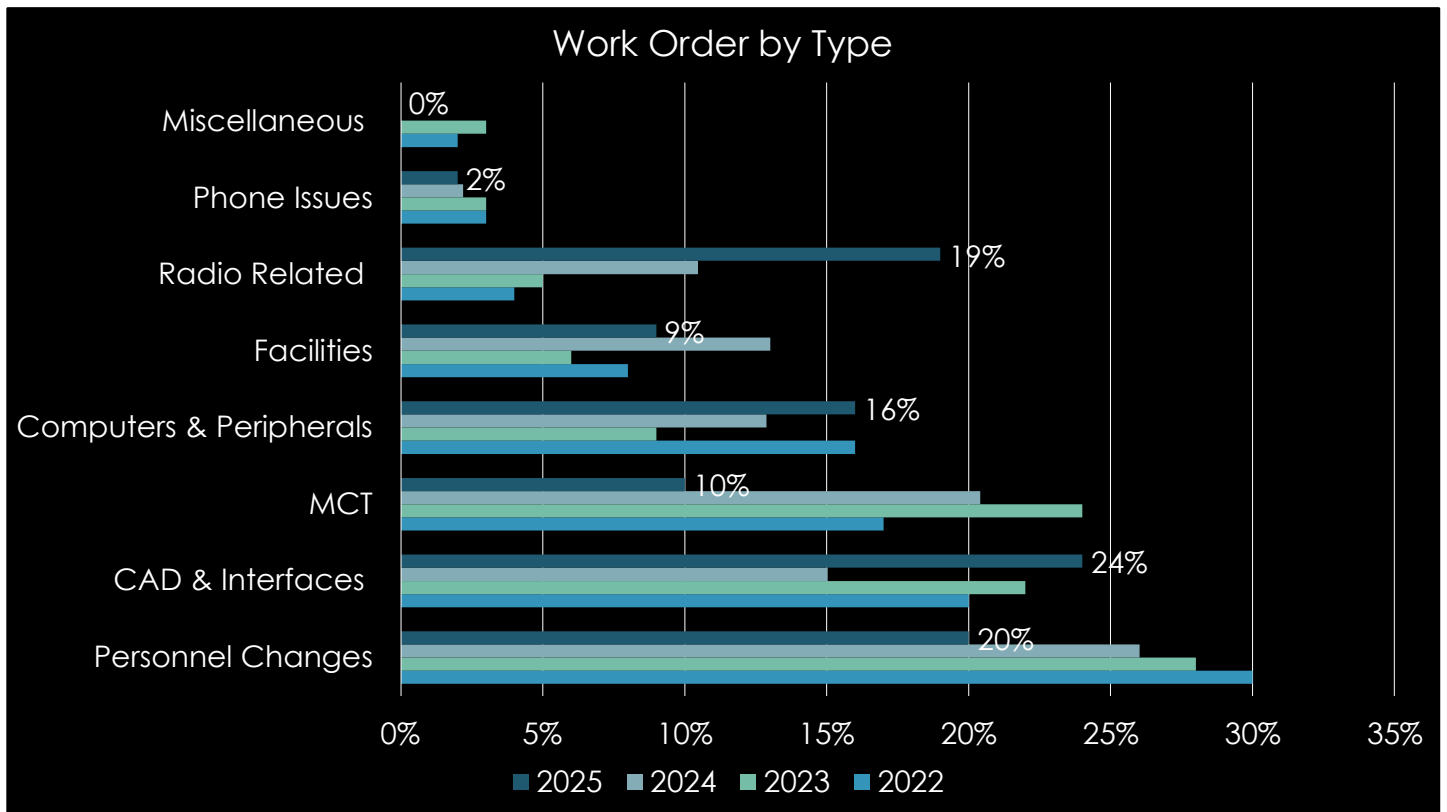
83.5% of all requests were completed within 3 days.

This is down from 97.5% in 2024. This reduction of completion time is the result of two primary factors. The first being we are completing more PDR work with the same number of full time employees. The second is that recent changes to PDR laws required additional analysis of each document for potential redaction prior to release which has increased the time needed for each request.



Our Technology Group is staffed with a technology manager, a radio program manager, 12 technicians and 2 extra help employees.

- 3,645 workorders were received in 2025, up from 2283 in 2024
 - This 59% increase is the direct result of last year's improvement process for the helpdesk to ensure a ticket is entered for all work performed, and as you will see in the next set of metrics that the ticket resolution times remained in line with last year despite the increased ticket counts
- Of the 3,645 workorders that were received, 98% were resolved in 2025
 - 65.33% of those were resolved within 24 hours
 - 73.37% within 48 Hours
 - and 78.04% within 72 hours.



Looking at total work orders by type:

- Radio issues increased to 19% up from 10% in 2024
 - This increase is a direct result of the new mobile and portable radio installations taking place last year
- Personnel changes for Kitsap 911 and our member agencies accounted for 20%, down from 26%
- CAD, Interfaces, and Remote 911 issues accounted for 24%, up from 15%
 - This increase is a result of multiple new interfaces added last year including CAD to CAD with South Sound 911 and increased usage of our Remote 911 system
- MCT issues decreased to 10% down from 20%
 - This continues to be a result of our streamlined imaging process and the new MCT hardware
- The remaining 23% were spread out among computer, facility, phone and miscellaneous issues.
 - The increase in Facilities and Computer work remained high due to all the console and dispatch floor remodel work

System Reliability	
CAD	99.985%
Text to 911	100%
Radio	99.717%
MCT	100%
911 Phone System	100%
Fire Alerting	99.711%
Critical errors (yearly average)	
	0
State Hub upload frequency (yearly average)	
	30 days
System Reliability Goal: 99.999%	

Looking at critical system reliability, our goal is: All systems functional and accurate 99.999% of the time also known as 5 Nines, we have set the goal at 5 Nines because in the world of technology 100% is a commonly unachievable.

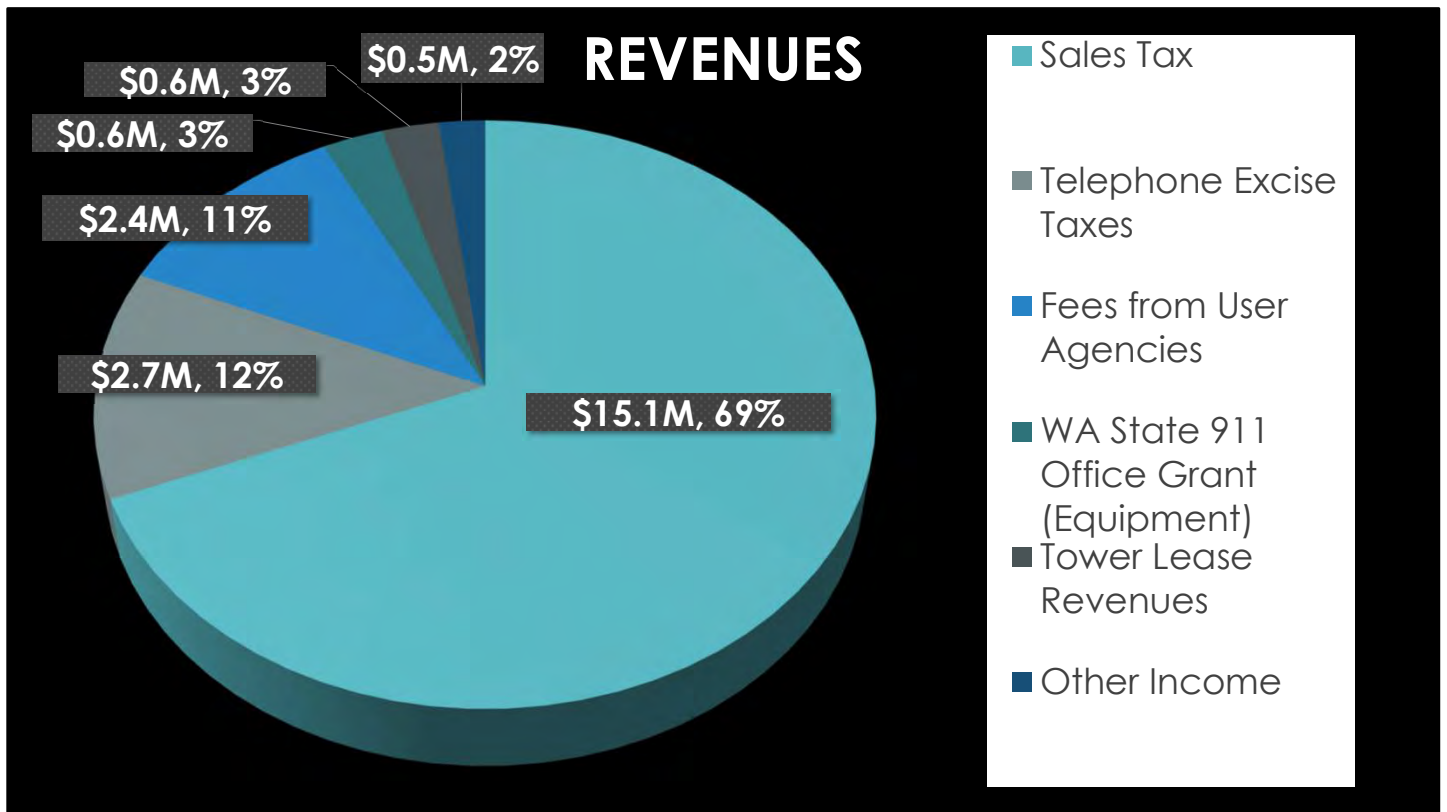
We met this goal for Text to 911, MCTs, and the 911 phone system in 2025, but we fell short of this goal in 2025 in a few areas.

We were at 99.985% for CAD due to a server crash

Radio reliability came in at 99.717% primarily due to unplanned single channel outages

Fire Alerting reliability was 99.71% due to a County network outage and unplanned system issues.

We are doing an exceptional job on map accuracy as reported at the bottom of the slide



For the next two slides we are going to take a look at finance and will be starting with Revenues.

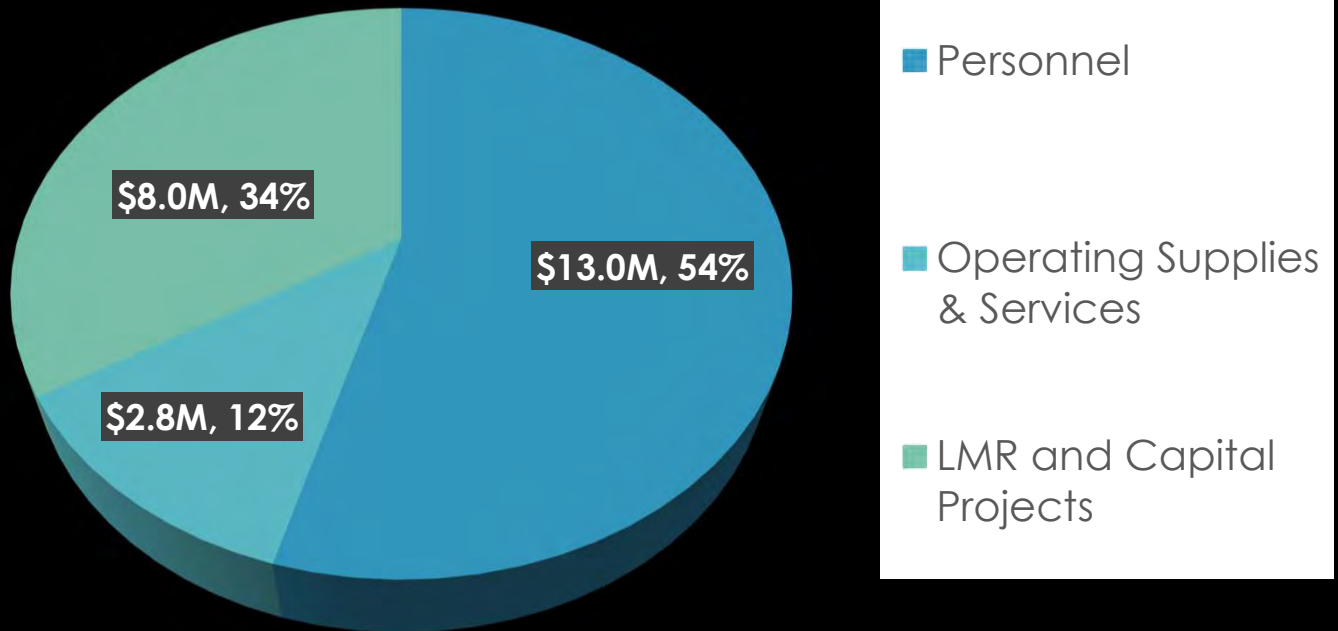
The primary source of regular revenues for Kitsap 911 is dedicated 911 taxes. In 2025, we received approximately \$15M from sales tax and \$2.7M from excise tax

In June 2022, we began receiving a second 1/10th of 1% allocation of sales tax through Proposition 2, which Kitsap County voters passed in November 2021; these funds are accounted for separately from our other sources of revenue. During 2025, we received approximately \$7.5M from Proposition 2, and is assigned exclusively for use on our Radio Replacement Project and other non-operating tech initiatives.

We receive revenues for dispatching fire, law enforcement, and emergency medical calls. In 2025, we received approximately \$2.42M (11%) from our member agencies for providing these services.

We also receive revenues by leasing space on our radio towers. In 2025, we received approximately 560k (3%) from these contract partners.

Expenditures



Now we move on to expenditures,
In 2025, Kitsap 911's Operating budget was \$18.1M
Of this we expended approximately \$12.96M in personnel costs
And \$2.9M in other operating supplies and services

The LMR Project and other capital projects totaled approximately \$8M

IF ASK - \$7.9M was spent on LMR via Prop2 revenue

We received yet another successful audit report from the Office of the Washington State Auditor, bringing our streak to 9 years! They audited 2025 and they gave us clean opinions for both the Accountability and Financial Statement portions we also wrapped up under budget and without so much as a recommendation for something we could improve upon!



Thank you all for your interest in Kitsap 911's 2025 Performance Measure presentation. The importance of these performance measures cannot be overstated.

I would like to wrap up by highlighting a few key performance measures achieved during 2025:

- Average Call Answer time was 2.9 Seconds
- We hired 14 new employees
- We retained 84.6% of probationary employees
- 22% of our external inquiries were Kudos
- 97.6% of surveys were Positive
- And we have a 9 year streak of clean audits

These serve to highlight the results of our goals as an organization and showcase the results of our continuous improvement and strategic positioning processes.



This completes Kitsap 911's 2025 Performance Measure presentation.

Before I wrap up does anyone have any questions or comments they would like to discuss?

ACCOUNTS PAYABLE

Kitsap 911

Time: 06:35:07 Date: 02/25/2026

As Of: 02/27/2026


Page: 1

Accts Pay #	Received	Date Due	Vendor	Warrant Numbers 7879-7891	Amount	Memo
9768	02/23/2026	02/27/2026	154	ABM JANITORIAL SERVICES	1,717.26	03/2026 Janitorial Services
9769	02/19/2026	02/27/2026	165	BUSINESS TELECOM PRODUCTS, INC.	1,131.07	Headsets; 2026-01304
9780	02/19/2026	02/27/2026	665	CASCADE NATURAL GAS CORPORATION	21.47	01/21/2026-02/17/2026 Backup Center Fuel
9770	02/19/2026	02/27/2026	172	CENTURYLINK	3,701.81	02/17/2026-03/16/2026 Telephone Service
9781	02/19/2026	02/27/2026	599	FONEMED LLC	771.25	01/2026 Nurse Triage Calls
9783	02/19/2026	02/27/2026	549	HAVIS, INC	271.91	Connector Replacement; 2026-01318; Reimbursable by BPD
9784	02/18/2026	02/27/2026	204	HOLADAY PARKS, INC.	628.62	01/2026 Maintenance - Controls Billing
9785	02/18/2026	02/27/2026	240	JEFFERSON COUNTY PUD #1	304.43	01/14/2025-02/12/2026 Tower Electricity
9782	02/19/2026	02/27/2026	476	MARK SIPES, HARBOR ENGRAVING	136.50	Employee of the Year Award & Plaque Plates
9786	02/19/2026	02/27/2026	232	PENINSULA LIGHT CO.	130.21	01/15/2026-02/15/2026 Tower Electricity
9787	02/19/2026	02/27/2026	584	RS AMERICAS, INC	474.80	Janitorial Supplies; 2025-00953
9788	02/18/2026	02/27/2026	425	WASHINGTON STATE AUDITORS OFFICE	2,187.05	2024 Accountability & Financial Audit
9789	02/24/2026	02/27/2026	267	WCP SOLUTIONS	611.56	Janitorial Supplies; 2026-01312
Report Total:					12,087.94	

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


Steve Rogers 02/25/2026
02/25/2026

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY
BOARD OF DIRECTORS CHAIR


Alexandra Boeddeker 02/25/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 11:41:35 Date: 03/04/2026

As Of: 03/06/2026


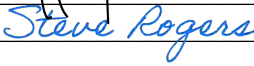

Page: 1

Accts Pay #	Received	Date Due	Vendor	Warrant Numbers 7892-7908	Amount	Memo
9793	03/02/2026	03/06/2026	160	AMERICAN TOWER CORPORATION	8,112.52	03/2026 View Park Tower Rental & Utilities Reimbursement
9794	02/26/2026	03/06/2026	479	AT&T MOBILITY LLC	76.08	01/20/2026-02/19/2026 Cellular Telephones
9805	03/03/2026	03/06/2026	573	BAGWELL LAW PLLC	721.50	02/2026 Legal Services
9795	02/25/2026	03/06/2026	165	BUSINESS TELECOM PRODUCTS, INC.	1,972.20	Push-to-Talk Amps; 2026-01347
9810	03/03/2026	03/06/2026	668	CABOT DOW	2,665.00	K911-095 Executive Compensation Study - Installment #1
9801	03/02/2026	03/06/2026	188	DATEC INCORPORATED	1,709.19	Replacement Antenna 2026-01329 (SKFR Reimbursable) Replacement Antennas 2026-01342 (BPD Reimbursable) Spare Antenna Replenishment 2026-01136
9806	03/03/2026	03/06/2026	564	DOORDASH INC	1,520.72	02/2026 DashPass Subscription; 02/2026 Expensed Meals; 02/2026 Interview Panel Lunches
9804	03/03/2026	03/06/2026	579	EADIE KALTENBACHER	14,300.00	02/2026 GIS Mapping Services
9802	03/03/2026	03/06/2026	398	GOSERCO, INC	19,556.24	Additional IP Recorder VoIP Channels, Port, Software Subscription, & Warranty; 2026-01275
9796	03/02/2026	03/06/2026	210	KELLEY CREATE	242.70	02/15/2026-03/14/2026 Copier Lease
9797	03/02/2026	03/06/2026	507	NORTHWEST OPEN ACCESS NETWORK	312.00	02/2026 Telephone Service
9798	03/02/2026	03/06/2026	245	SELECT ADVANTAGE	1,000.00	02/2026 Dispatcher Assessment Services
9800	02/25/2026	03/06/2026	289	SOUTH KITSAP FIRE & RESCUE	16,256.93	2026 Orchard Heights Verizon Revenue Split
9799	03/02/2026	03/06/2026	249	SPOK, INC.	32.51	03/2026 Telephone Services
9807	03/04/2026	03/06/2026	311	T-MOBILE	17.67	01/21/2025-02/20/2026 Cellular Telephones
9808	03/03/2026	03/06/2026	580	TIMECLOCK PLUS, LLC	2,561.08	02/02/2026-02/01/2027 ScheduleAnywhere License Renewal
9809	03/04/2026	03/06/2026	671	TRALIAN OPERATING, LLC, FKA TRALIAN HOLDINGS LLC	1,572.48	2026 Harassment Prevention Training
Report Total:					72,628.82	

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

	03/05/2026
	03/04/2026
	03/04/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 07:40:54 Date: 03/11/2026

As Of: 03/13/2026


Page: 1

Accts Pay #	Received	Date Due	Vendor	Warrant Numbers 7909-7923	Amount	Memo
9812	03/05/2026	03/13/2026	165	BUSINESS TELECOM PRODUCTS, INC.	483.76	Wireless Amp; 2025-01214
9813	03/05/2026	03/13/2026	167	CDW GOVERNMENT	51,324.00	02/01/2026-01/31/2027 NetMotion License Renewal; 2026-01332
9817	03/09/2026	03/13/2026	322	CENTURYLINK, BUSINESS SERVICES	185.75	02/04/2026-03/03/2026 Telephone Services
9831	03/11/2026	03/13/2026	600	CENTURYLINK	80.05	03/03/2026-04/02/2026 Telephone Services
9814	03/05/2026	03/13/2026	586	FOUND THERAPY SERVICES, PLLC	480.00	2026 Q1 Wellness Presentations
9815	03/05/2026	03/13/2026	204	HOLADAY PARKS, INC.	628.62	03/2026 Maintenance - Controls Billing
9818	03/09/2026	03/13/2026	646	KENT D. BRUCE CO., LLC	489.79	Antenna Bracket Stock Replenishment; 2026-01341
9832	03/11/2026	03/13/2026	216	LANGUAGE LINE SERVICES, INC.	555.84	01/2026 Translation Services
9816	03/05/2026	03/13/2026	534	LIONBRIDGE TECHNOLOGIES, LLC	3.50	02/2026 Translation Services; 2025-00713
9819	03/05/2026	03/13/2026	226	MAGNUM PRINT SOLUTION	175.76	Printer Toner; 2026-01358
9820	03/09/2026	03/13/2026	570	PACIFIC LANDSCAPE MANAGEMENT	1,157.52	03/2026 Landscaping Services
9833	03/11/2026	03/13/2026	398070	PARKER, JANA M	213.28	Per Diem for NW Leadership Seminar
9834	03/09/2026	03/13/2026	233	PENINSULA SERVICES	48.00	03/2026 Shredding Services
9821	03/09/2026	03/13/2026	241	PUGET SOUND ENERGY	23,130.96	03/2026 Carver, Tower, & Backup Site Electricity
9835	03/11/2026	03/13/2026	163	WM CORPORTATE SERVICES INC	566.25	02/2026 Waste Disposal Services
Report Total:					79,523.08	

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY
AUDITING OFFICER


Steve Rogers 03/12/2026
Steve Rogers 03/12/2026

ATTACHED DOCUMENTS ARE ORIGINALS
AND CERTIFIED BY
BOARD OF DIRECTORS CHAIR


Alexandra Boeddiker 03/11/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:35:30 Date: 03/18/2026

As Of: 03/20/2026



Page: 1

Accts Pay #	Received	Date Due	Vendor	Warrant Numbers 7924-7938	Amount	Memo
9850	03/18/2026	03/20/2026	174	CITY OF BREMERTON UTILITY BILLING	740.76	02/05/2026-03/02/2026 Water & Sewer Utilities
9838	03/16/2026	03/20/2026	470	COMCAST	497.20	03/18/2026-04/17/2026 Backup Internet & Cable Service
9839	03/16/2026	03/20/2026	629	CONVERGINT TECHNOLOGIES LLC	1,406.50	Access Control System Professional Services
9848	03/16/2026	03/20/2026	599	FONEMED LLC	612.85	02/2026 Nurse Triage Calls
9840	03/16/2026	03/20/2026	549	HAVIS, INC	870.32	Connector & Antenna Replacements 2026-01353; Reimbursable by KCSO
9841	03/16/2026	03/20/2026	634	INTRADYN	157.80	Text Archiving License; 2026-01333
9854	03/18/2026	03/20/2026	240	JEFFERSON COUNTY PUD #1	301.56	02/12/2026-03/13/2026 Tower Electricity
9851	03/18/2026	03/20/2026	534	LIONBRIDGE TECHNOLOGIES, LLC	4.20	01/2026 Translation Services; 2025-00713
9852	03/18/2026	03/20/2026	244465	MEEDER , JASON R	213.28	Per Diem for NW Leadership Seminar
9853	03/18/2026	03/20/2026	232	PENINSULA LIGHT CO.	120.89	02/15/2026-03/15/2026 Tower Electricity
9842	03/16/2026	03/20/2026	347472	ROQUETA , HEATHER L	142.66	Reissued Check for Per Diem for Peer Support Training
9843	03/12/2026	03/20/2026	273	TPSC	135,581.55	04/2026 Employee Medical/Dental/Life Insurance
9849	03/17/2026	03/20/2026	264	VERIZON WIRELESS	19,424.46	02/11/2025-03/10/2026 & 02/11/2025-03/10/2026 Cellular Telephones
9844	03/16/2026	03/20/2026	265	VIKING FENCE COMPANY INC.	3,068.52	Gold Mountain Fence Repair; 2026-01322
9845	03/16/2026	03/20/2026	478	ZONES, LLC	41,787.74	Year 1 of o365 Licensing Renewal Agreement; 2026-01366
Report Total:					204,930.29	

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

	3/19/2026
<u>Steve Rogers</u>	<u>03/19/2026</u>
	03/18/2026
<u>Alexandra Boeddeker</u>	<u>03/18/2026</u>

ACCOUNTS PAYABLE

Kitsap 911

Time: 13:15:14 Date: 03/25/2026

As Of: 03/27/2026

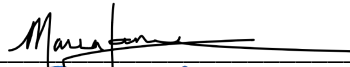
Page: 1

Accts Pay #	Received	Date Due	Vendor	Warrant Numbers 7939-7946	Amount	Memo
9872	03/24/2026	03/27/2026	673	D2 CREATIVE LLC	6,586.12	Website Development; 2026-01324
9873	03/25/2026	03/27/2026	672	ELKINS, JONNICA	80.50	Mileage for ADO Assessment Center
9878	03/25/2026	03/27/2026	670	KARRAS CONSULTING	11,633.33	K911-096; Executive Director Search Services
9858	03/19/2026	03/27/2026	480	PLATT ELECTRIC SUPPLY	43.31	LED Light Bulb for Parking Lot
9859	03/19/2026	03/27/2026	462	RACOM CORPORATION	4,138.68	Antenna Installation for BFD ST2
9860	03/19/2026	03/27/2026	289	SOUTH KITSAP FIRE & RESCUE	1,534.32	03/2026 Orchard Heights T-Mobile Revenue Split
9874	03/25/2026	03/27/2026	266	WA STATE PATROL BUDGET & FISCAL SERVICES	1,800.00	01/2026-03/2026 ACCESS User Fee
9861	03/19/2026	03/27/2026	425	WASHINGTON STATE AUDITORS OFFICE	917.15	2024 Accountability & Financial Audit
Report Total:					26,733.41	

STATE OF WASHINGTON - COUNTY OF KITSAP

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APPROVED BY
AUDITING OFFICER


Steve Rogers 03/25/2026
03/25/2026

ATTACHED DOCUMENTS ARE ORIGINALS

AND CERTIFIED BY
EXECUTIVE COMMITTEE CHAIR


Alexandra Boeddeker 03/25/2026
03/25/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 10:31:49 Date: 02/19/2026

As Of: 02/25/2026



Page: 1

Accts Pay #	Received	Date Due	Vendor	ACH Payment	Amount	Memo
9767	02/18/2026	02/25/2026	263	US BANK	5,151.36	01/26/2026 Credit Card Statement
9766	02/18/2026	02/25/2026	482	US BANK	1,691.18	01/26/2026 Travel Credit Card Statement
Report Total:					6,842.54	

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

	02/25/2026
<u>Steve Rogers</u>	<u>02/25/2026</u>
	02/19/2026
<u>Alexandra Boeddeker</u>	<u>02/19/2026</u>

ACCOUNTS PAYABLE

Kitsap 911

Time: 09:36:25 Date: 03/03/2026

As Of: 03/04/2026

Page: 1

Accts Pay #	Received	Date Due	Vendor	ACH Payment	Amount	Memo
9803	03/03/2026	03/04/2026	218	LOWE'S BUSINESS ACCOUNT/SYNCB	403.50	02/2026 Card Statement
Report Total:					403.50	

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

	03/03/2026
<i>Steve Rogers</i>	03/03/2026
<i>Alexandra Boeddeker</i>	03/03/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 09:20:28 Date: 03/16/2026

As Of: 03/18/2026

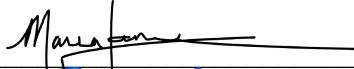
Page: 1

Accts Pay #	Received	Date Due	Vendor	ACH Payment	Amount	Memo
9837	02/25/2026	03/18/2026	653	NATIONAL PUBLIC SAFETY GROUP, LLC	15,052.66	K911-088; NPSG Contract #2025-1700; Amendment No. 1
Report Total:					15,052.66	

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 03/17/2026

Alexandra Boeddeker 03/16/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 12:29:16 Date: 03/18/2026

As Of: 03/19/2026


Page: 1


Accts Pay #	Received	Date Due	Vendor	ACH Payment	Amount	Memo
9855	03/18/2026	03/19/2026	232	PENINSULA LIGHT CO.	140.21	01/15/2026-02/15/2026 Tower Electricity & Late Fee Due to Lost Check
Report Total:					140.21	

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


3/18/2026
Steve Rogers
03/18/2026


03/18/2026

ACCOUNTS PAYABLE

Kitsap 911

Time: 09:30:34 Date: 03/17/2026

As Of: 03/24/2026

Page: 1

Accts Pay #	Received	Date Due	Vendor	ACH Payment	Amount	Memo
9847	03/16/2026	03/24/2026	263	US BANK	8,792.88	02/26/2026 Credit Card Statement
9846	03/16/2026	03/24/2026	482	US BANK	344.24	02/26/2026 Travel Credit Card Statement
Report Total:					9,137.12	

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

	03/24/2026
	03/24/2026
	03/17/2026



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 02/27/2026
Pay Period: 02/09/2026 to 02/22/2026

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 260,018.52
941 Tax (Withholding, Social Security & Medicare)	102,994.03
Unemployment	731.79
Labor & Industries	2,287.40
PFML Premiums	4,217.06
Long-Term Care Act Premiums	1,896.80
PERS Plan 2	11,382.84
PERS Plan 3	4,528.61
PSERS Plan 2	32,695.69
Washington State 457 and Roth	2,209.48
Mission Square 457 and Roth	5,047.26
AFLAC	1,148.60
Guild Dues	1,890.00
Total Payroll	\$ 431,048.08

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,349.10	\$ 60,084.28	\$ 62,433.38
Dental Insurance	210.06	4,132.46	4,342.52
Life Insurance	220.72	356.44	577.16
Total Health Care & Other Benefits/Deductions			\$ 67,353.06

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: \$ 498,401.14
Transferred to Payroll Account \$ 431,048.08

Alexandra Boeddeker
 Prepared By (Kitsap 911) 02/24/2026
 _____ DATE

[Signature]
 Authorized Signature (Kitsap 911) 02/25/2026
 _____ DATE

Board of Directors Chair DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 03/13/2026
Pay Period: 02/23/2026 to 03/08/2026

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 262,302.47
941 Tax (Withholding, Social Security & Medicare)	102,880.07
Unemployment	743.89
Labor & Industries	2,295.14
PFML Premiums	4,235.46
Long-Term Care Act Premiums	1,881.64
PERS Plan 2	11,432.96
PERS Plan 3	4,193.93
PSERS Plan 2	32,375.04
Washington State 457 and Roth	2,241.30
Mission Square 457 and Roth	5,153.88
AFLAC	1,148.60
Guild Dues	1,860.00
Total Payroll	\$ 432,744.38

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,277.81	\$ 59,831.85	\$ 62,109.66
Dental Insurance	206.17	4,115.08	4,321.25
Life Insurance	220.73	356.44	577.17
Total Health Care & Other Benefits/Deductions			\$ 67,008.08

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: \$ 499,752.46
Transferred to Payroll Account \$ 432,744.38

Alexandra Boeddeker
 Prepared By (Kitsap 911)

03/10/2026
 DATE

[Signature]
 Authorized Signature (Kitsap 911)

03/10/2026
 DATE

Board of Directors Chair

DATE



Kitsap 911

AFFIDAVIT FOR PAYROLL ISSUE

Pay Date: 03/27/2026
Pay Period: 03/09/2026 to 03/22/2026

Pay Detail - FD00822	
Item	Amount
Net Payroll	\$ 259,118.65
941 Tax (Withholding, Social Security & Medicare)	103,894.10
Unemployment	730.83
Labor & Industries	2,309.54
PFML Premiums	4,212.72
Long-Term Care Act Premiums	1,876.97
PERS Plan 2	11,494.30
PERS Plan 3	4,004.15
PSERS Plan 2	32,585.55
Washington State 457 and Roth	2,210.03
Mission Square 457 and Roth	5,182.25
AFLAC	1,148.60
Guild Dues	1,890.00
Total Payroll	\$ 430,657.69

Healthcare & Other Benefits/Deductions - Paid from Accounts Payable or by EFT			
Item	Employee Portion	Kitsap 911 Portion	Total
Health Insurance	\$ 2,312.79	\$ 59,831.79	\$ 62,144.58
Dental Insurance	208.08	4,114.81	4,322.89
Life Insurance	220.72	356.44	577.16
Total Health Care & Other Benefits/Deductions			\$ 67,044.63

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: \$ 497,702.32
Transferred to Payroll Account \$ 430,657.69

Alexandra Boeddeker
 Prepared By (Kitsap 911)

03/24/2026
 DATE

[Signature]
 Authorized Signature (Kitsap 911)

03/24/2026
 DATE

Board of Directors Chair

DATE

Combined Excise Tax Return

KITSAP 911 PUBLIC AUTHORITY
604-008-144

Filing Period: February 28, 2026 **Due Date:** March 25, 2026
Filing Frequency: Monthly

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Use Tax	117.00	0.00	117.00	0.065000	7.61
Total State Sales and Use					7.61

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

Location	Taxable Amount	Tax Rate	Tax Due
1801 - BREMERTON	117.00	0.027000	3.16
Total Local City and/or County Use Tax/Deferred Sales Tax			3.16

Total Tax	10.77
Subtotal	10.77
Total Amount Owed	10.77

Prepared by: *Alexandra Boeddeker* Date: 03/05/2026
Alexandra Boeddeker, Finance Specialist

Reviewed by: _____ Date: 03/05/2026
Maria Jameson-Owens, Executive Director

Approved by: _____ Date: _____
Board of Directors Chair

Submission

Confirmation #: 0-051-238-029
Prepared By: Alexandra Boeddeker
Phone Number: (360) 307-5801
Email Address: accounting@kitsap911.org
Submitted Date: Mar-05-2026

Payment

Amount Due: \$10.77
Amount Paid: \$10.77
Effective Date: Mar-05-2026
Method: Bank Account (ACH Debit)

Sales Tax Due

Kitsap 911

Time: 06:19:59

Date: 03/05/2026

02/01/2026 To 02/28/2026

Page: 1

Date	Account	Vendor	Remark	Line Amt	State	Local	Credit	Tax
02/25/2026	001 - 528 32 35 0003	US BANK	TAC 1 Systems - Harris P7200 to BNC Female Adapters	117.00	7.61	3.16		10.77
			001 - 528 32 35 0003	117.00	7.61	3.16		10.77
			Location: 0000 @2.70%	117.00		3.16		
				State Tax @6.50	117.00	7.61		7.61
				Location Taxes		3.16		
								10.77
				Rounding Error				0.01



KITSAP 911
CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION	
1. Contractor	Needle, Inc dba. Aurelian
2. Purpose	AI screening for non-emergency phone line
3. Contract Amount	\$70,000 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	Execution to August 31, 2026
5. Contract Administrator	Randy Dirks Phone randy@aurelian.com
Approved:	Date
<i>Executive Director</i>	
B. ACCOUNTING INFORMATION	
1. Contract Control Number	K911-097
2. Fund Name	OPS
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 02-06-2026
2. Comments:	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Ken Bagwell Date 02-06-2026
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

MASTER SERVICES AGREEMENT (SAAS)

This MASTER SERVICES AGREEMENT (“**Agreement**”) is dated 02/05/2026 (“**Effective Date**”) and entered into between Needl, Inc. dba Aurelian, a Delaware corporation (“**Aurelian**”) and the Kitsap 911 Public Authority (“**Customer**”). Customer desires to use Aurelian’s AI public safety non-emergency answering platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

1.1 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “Caller” means any caller that calls into Customer’s non-emergency number that utilizes the Platform.

1.3 “Caller Data” means any data and information made available by a Caller to Aurelian in connection with Aurelian’s performance of the Services.

1.4 “Content” means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian’s provision of Services. Content does not include Customer Data.

1.5 “Customer Data” means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

1.6 “Documentation” means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

1.7 “Implementation Services” means Aurelian’s standard implementation and set up services for the Platform.

1.8 “Order” means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

1.9 “Platform” means the Aurelian’s proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer’s connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

1.10 “Services” means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

1.11 “Software” means Aurelian’s proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

1.12 “Support Services” means Aurelian’s standard technical support and Software maintenance.

1.13 “Usage Data” means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.14 “Users” means Customer’s employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) (“Vendor Systems”) sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

2.2 Cooperation. Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

2.3 Resources. Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

2.4 Third Party Offerings. Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, “Third-Party Offerings”). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of

Third-Party Offerings, any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

3. GRANT OF RIGHTS.

3.1 Access Rights; Customer's Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 11.3), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; or (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4 Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

3.5 Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5, Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1 Price. Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in Exhibit A or an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30-day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

5.2 Order Term. The initial term of an Order begins on the date set forth in the Order ("**Initial Term**") unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods

at fees 7% higher than the immediately preceding year (each, a “**Renewal Term**”), unless either party provides written notice to the other party of its intent not to extend such Order at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

5.3 Termination.

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Either party may terminate this Agreement or any Order for convenience upon 60 days’ prior written notice to the other party and, if applicable, Customer shall be entitled to a pro-rated refund of the Fees for any unused Services as of the effective date of any such termination for convenience (if any).

5.4 Effects of Termination. Upon termination of this Agreement: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4; (b) Customer’s rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and Documentation; (d) all Orders shall immediately terminate; and (e) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian’s archived backup files. Sections 4, 5.4, 6, 7.3, 8, 9, 10, and 11 survive expiration or termination of this Agreement.

5.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer’s access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer’s or any of its Users’ use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 or 10; (d) Customer’s or its Users’ use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer’s access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian’s reasonable satisfaction. Aurelian’s suspension of Customer’s access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Customer Data. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

6.2 Customer Data License Grant. Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.3) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

6.3 The Services. All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, “**Aggregated Data**”). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5 Usage Data. Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian’s services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 Access to the Platform. Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an “**Error**”) within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for breach of the foregoing warranty: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer’s hardware or software if modified or repaired in any manner

which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

7.2 Right to Customer Data. Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES' ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. Indemnification / Hold Harmless

Aurelian shall defend, indemnify and hold the Customer, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees (each a "Claim") to the extent arising out of or resulting from: (a) the negligence of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an "Infringement Claim"). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer's option and at Aurelian's expense either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or Aurelian did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 states Aurelian's entire liability and Customer's sole and exclusive remedy for Infringement Claims

Customer shall defend, indemnify and hold the Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian's use of any Customer Data in accordance with this Agreement; (b) Customer's use of any Customer Data in accordance with this Agreement; or (c) Customer's negligent use of the Services or its gross negligence or willful misconduct in performance of this Agreement. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of such Aurelian Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

A. Insurance Term

Aurelian 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 Aurelian, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

Aurelian 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 at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with

respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

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

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

Lawfully insurable fines and penalties resulting or alleging from a data breach.

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

D. Minimum Amounts of Insurance

Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

Aurelian'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 the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

Aurelian shall furnish the Customer 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 Agreement before commencement of the work.

H. Notice of Cancellation

Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of Aurelian to maintain the insurance as required shall constitute a material breach of contract.

K. Safeguarding of Personal Information

Aurelian shall not use or disclose Personal Information (or the similar term defined in applicable state law), in any manner that would constitute a violation of federal law or applicable provisions of state law. Aurelian agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Aurelian shall have in place information security infrastructure in keeping with industry standard to protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Aurelian and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law.

Aurelian agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Aurelian shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by Aurelian or its subcontractors. Aurelian shall certify its return or destruction upon expiration or termination of the Agreement and Aurelian shall retain no copies. If Aurelian and Customer mutually determine that return or destruction is not feasible, Aurelian shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws. Aurelian shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Aurelian shall take necessary steps to mitigate the harmful effects of such use or disclosure. Aurelian is financially responsible for notification of any unauthorized access, use or disclosure to the extent attributable to Aurelian. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

9. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2, 5, OR 7.2.

10. CONFIDENTIALITY.

10.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

10.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient will have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

11. GENERAL.

11.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

11.2 Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Aurelian will remain liable and responsible for the

Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

11.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

11.4 Use by Other Government Agencies. The parties acknowledge that this Agreement has been negotiated by and entered into between Customer and Aurelian for the provision of Services described herein. Subject to Aurelian's approval, which shall not be unreasonably withheld, other government entities, including, but not limited to, other municipalities, counties, special districts, school districts, federal/state/local agencies, and other political subdivisions ("Participating Agencies"), may, to the extent permitted by law, procure the same Services and related services under the terms and conditions of this Agreement by entering into a fully-executed written order form with Contractor that references this Agreement (each, an "Order Form"), through a process commonly referred to as "piggybacking". Each Participating Agency that enters into such an Order Form shall be deemed a separate and independent licensee and party to this Agreement solely for the purposes of its use of the Services, and Contractor shall contract directly with each Participating Agency. Nothing herein shall obligate any Participating Agency to utilize this Agreement, nor shall it obligate Aurelian to provide goods or services beyond the scope of this Agreement, except to the extent agreed in an Order Form between Aurelian and such Participating Agency. The Customer shall have no liability or responsibility for the actions, obligations, or payments of any Participating Agency. Any dispute, obligation, or enforcement action arising from a Participating Agency's use of this Agreement shall be handled solely between Aurelian and the relevant Participating Agency.

11.5 Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event

11.6 Notices. To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

11.7 Governing Law; Venue. The laws of the State of Washington govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Kitsap County, Washington in any litigation arising out of this Agreement or the Services.

11.8 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

11.9 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

11.10 Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s).

11.11 No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

11.12 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.13 Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The venue of any action shall lie in the State or Federal Courts serving Kitsap County, Washington.

11.14 Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

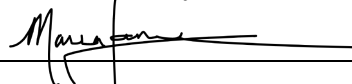
11.15 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

11.16 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

11.17 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.


Kitsap 911 Public Authority

Signature: 

Printed: Maria Jameson-Owens

Title: Executive Director

Needl, INC.

Signed by: 
50197B3F0CE7447...

Printed: John Anderson

Title: Head of Sales

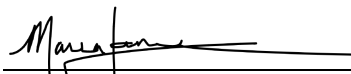
**AURELIAN
ORDER #77**

This **ORDER** (“**Order**”) is dated 02/05/2026 (the “**Order Effective Date**”) and is between **Needl, Inc.**, a Delaware corporation (“**Aurelian**”) and the customer identified below (“**Customer**”) and governs Customer’s access to and use of the Platform and Aurelian’s provision of the Services under the Master Services Agreement (SAAS) between the parties to which this Order is attached (the “**MSA**”). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

CUSTOMER INFORMATION				
Name:	Kitsap 911	Address:		
City	Bremerton	State:		Zip Code:
CUSTOMER PRIMARY CONTACT INFORMATION				
Full Name:	Maria Jameson-Owens	Title:		
Phone Number:	360 307 5820	Email:		
TERM				
<ul style="list-style-type: none"> The Initial Term of this Order begins on the Order Effective Date and continues for 3 years, subject to autorenewal as set forth in the MSA. 				
SOFTWARE PURCHASED				
<ul style="list-style-type: none"> Standard hosted software service offering of Aurelian, inclusive of all call routing and call automation services (referred to as the “Service” in the MSA. 				
FEES				
<ul style="list-style-type: none"> Customer’s use of the Services under this Order will be subject to the following Fees: Year 1: \$70,000 due on the Order Effective Date Year 2: \$80,000 due 12 months after the due Order Effective Date Year 3: \$90,000 due 24 months after the due Order Effective Date <p>Fees include implementation, support, and CAD integration services (excluding any charges your CAD provider may apply). This Order may be terminated as provided by the MSA.</p>				
USAGE LIMITS				
<ul style="list-style-type: none"> The Services may be accessed and used by the Customer only. The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order. 				

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Kitsap 911

Signed: 
 Name: Maria Jameson-Owens
 Title: Executive Director

NEEDL, INC

Signed by: 
 Signed:  50197B3F0CE7447...
 Name: John Anderson
 Title: Head of Sales



**KITSAP 911
CONTRACT REVIEW SHEET**

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

A. GENERAL INFORMATION	
1. Contractor	Astound Master Services Agreement
2. Purpose	Provide facilities-based telecommunications services including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, etc.
3. Contract Amount	\$2813.95/month Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	Jan 1, 2026 to Dec 31, 2031 w/ 5 year option to extend
5. Contract Administrator	Jeffrey Stoner Phone Jeffrey.stoner@astound.com
Approved:	_____ Date _____ <i>Executive Director</i>
B. ACCOUNTING INFORMATION	
1. Contract Control Number	K911-098
2. Fund Name	OPS
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 01-21-2026
2. Comments:	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Ken Bagwell Date 01-21-2026
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

SERVICE ORDER

Reference No. OP423567

This Service Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between Astound Business Solutions (“Provider”), and the customer specified below (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the “MSA”) executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

CUSTOMER NAME	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS	ASTOUND SALES EXEC
Kitsap County Central Communications (CENCOM)	Name: John Higashi Email: Jhigashi@kitsap911.org Office: 360-307-5850		Jeffrey Stoner
CUSTOMER DBA (if any)	Mobile:		INITIAL SERVICE TERM
Kitsap 911			60 months

Provider shall provide to Customer the services set forth below (each, a “Service”), at the location(s) set forth below (each, a “Service Site”), in exchange for the one-time, non-recurring installation charge (“NRC”), and the monthly recurring service charges (“MRC”) set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	A-LOC ADDRESS	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC	
NEW SERVICES BEING ADDED								
/29 Static IP Block (5 Usable DIA)	8341 Dickey Rd NW , Silverdale, WA 98383, USA Demarc: MPOE	N/A Demarc:	1	\$30.00	\$30.00	\$0.00	\$0.00	
Business Class Internet 1 Gb	8341 Dickey Rd NW , Silverdale, WA 98383, USA Demarc: MPOE	N/A Demarc:	1	\$412.00	\$412.00	\$0.00	\$0.00	
DIA 100 Mb	8341 Dickey Rd NW , Silverdale, WA 98383, USA Demarc: MPOE	N/A Demarc:	1	\$515.00	\$515.00	\$0.00	\$0.00	
Single Static IP (BCI Standard)	8341 Dickey Rd NW , Silverdale, WA 98383, USA Demarc: MPOE	N/A Demarc:	1	\$19.95	\$19.95	\$0.00	\$0.00	
EPL 10 Gb	8341 Dickey Rd NW , Silverdale, WA 98383, USA Demarc: MPOE	911 Carver St , Bremerton, WA 98312, USA Demarc: MPOE	1	\$1,837.00	\$1,837.00	\$0.00	\$0.00	
<i>NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer’s premises/suite.</i>					TOTALS:	\$2,813.95	--	\$0.00


NOTES
Substitution of Services. Contingent on an approved Astound Dark Fiber capacity check. In other words, greater than 25 strands available for use from A LOC to Z LOC sites referenced above. At any time during the term of this Service Order, Customer shall have the right to substitute the EPL 10 Gb (the “EPL Services”) under this Service Order

connecting the Service Sites located at 8341 Dickey Road NW, Silverdale, WA 98383 and 911 Carver Street, Bremerton, WA 98312 for two (2) strands of dark fiber services connecting the same Service Sites as the EPL Services. If Customer elected to substitute the dark fiber services for the EPL Services, the MRC for the dark fiber services shall be \$1,837.00 per month. To exercise its pursuant to this paragraph, Customer must deliver no less than thirty (30) days' advance written notice to Provider requesting the substitution of dark fiber services. There shall be no installation or substitution charge associated with Customer's substitution of the EPL Services for dark fiber services.

The Initial Service Term for each Service, set forth above, shall commence on the applicable Service Commencement Date. Upon expiration of the Initial Service Term, Customer shall have the option to renew the Services for up to five (5) additional years. In order to exercise its renewal option, Customer must deliver written notice to Provider that it is exercising its renewal option not less than thirty (30) days prior to the end of the Initial Service Term.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it will be deemed the Effective Date of this Service Order.

Authorized Customer Signature 
Printed Name: Brandon Wecker
Title: Deputy Director
Date Signed: 12/17/2025

Authorized Provider Signature: 
Printed Name: Scott Heller
Title: VP of Sales
Date Signed: 12/18/2025



MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “**MSA**”) is entered into as of this 20th day of September, 2024 (the “**Effective Date**”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “**Provider**”), and KITSAP 911 PUBLIC AUTHORITY, d/b/a Kitsap 911 (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://www.astound.com/business/aup>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://www.astound.com/business/service-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the “**Renewal Term**”). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days’ advance written notice of termination to the other Party. Written notice

of termination by Customer must be given to Provider by completing and submitting the online “Change of Service” form on the Astound Business Solutions website located at <http://www.astound.com/business/support/macd>. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be

submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements.

As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at <http://www.astound.com/business/support/macd>. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement,

or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts,



insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

With a Copy to:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

If to Customer:

Kitsap 911 Public Authority
911 Carver Street NW
Bremerton, WA 98312
ATTN: Mark Nelson

With a Copy to:



Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider’s acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term “business day” shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.



[Signatures on following page.]



The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Kitsap 911 Public Authority

By 

Name: Brandon Wecker

Title: Deputy Director

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

By _____

Name: _____

Title: _____

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EXHIBIT A
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Astound Business Solutions, LLC (“Astound”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound’s Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound’s CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



“Astound Backbone Network” means Astound’s core fiber backbone that connects Astound’s POPs and regional hubs.

“Astound’s Commercial Network Operations Center” or “Astound’s CNOC” means Astound’s commercial network operations center, which is staffed 24x7x365.

“Astound Network” means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer’s access port. The “Astound Network” does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer’s local area network after the demarcation point for the Services provided by Astound.

“Availability” means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{l} \% \text{ Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of Astound’s targeted MTTR.

“Emergency Maintenance” means Astound’s efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound’s delivery of the Services to Customer.

“Jitter” or “Network Jitter” refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound’s Network to another designated point on Astound’s Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair



all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-

- two (72) hours of the last Outage giving rise to the claimed remedy;
- (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, including the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (ii) scheduled Service alteration, maintenance or implementation; (iii) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (iv) Force Majeure Events; (v) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; or (vi) Astound's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Astound Business Solutions, LLC (“Astound”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, Astound’s CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.



4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Astound’s Commercial Network Operations Center” or “Astound’s CNOC” means Astound’s commercial network operations center, which is staffed 24x7x365.

“Astound Network” means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer’s access port. The “Astound Network” does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer’s local area network after the demarcation point for the Services provided by Astound.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of Astound’s targeted MTTR.

“Emergency Maintenance” means Astound’s efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified

via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in



order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, including the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (ii) scheduled Service alteration, maintenance or implementation; (iii) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (iv) Force Majeure Events; (v) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; or (vi) Astound's inability to deliver Service by Customer's desired due date.

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KITSAP 911
CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION	
1. Contractor	D2 Creative
2. Purpose	Kitsap 911 Website Redevelopment
3. Contract Amount	\$32,000 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	02-12-2026 to 12-31-2026
5. Contract Administrator	Charles Lienas Phone charles@thinkd2.net
Approved:	_____ Date _____ <i>Executive Director</i>
B. ACCOUNTING INFORMATION	
1. Contract Control Number	K911-099 – State Contract 20422
2. Fund Name	Admin
3. Payment from-Revenue to CC/Account Nbr	_____
C. RISK MANAGER REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer <u>NA</u> Date _____
2. Comments: State Contract	
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reviewer <u>NA</u> Date _____
2. Comments: State Contract	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. (For contract signing authority, see Kitsap 911 Governing Directive # 60 Purchasing and Contracting)	

Ratification By Kitsap 911 Executive Committee Chair

Date



KITSAP 911

PURCHASE ORDER

BILL TO and SHIP TO:

Kitsap 911
911 Carver Street
Bremerton, WA 98312
Phone: 360-307-5800
Fax: 360-792-5982

Purchase Order Number: PO_2026_01324
Purchase Request Number: PR_2026_00868
Source : WA State Contract
Quote No :
Contract No : DES 20422
RMA No :
Ticket No :

VENDOR INVOICE REMIT TO ADDRESS:	PURPOSE:
D2 Creative ,	Please see attached SOW and Website Schematic Documents made part of this Purchase Order.
Phone: 425-605-9538	Vendor Email: charles@thinkd2.com
Fax:	Contact: Charles Leinas

Item	Item Number	Price Per Unit	Quantity Ordered	Received Quantity	Total Cost	BARS Code	Job Code
Variable Hourly rate adjustment		(\$1,000.00)	1	0	(\$1,000.00)	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Training & Launch		\$150.00	10	0	\$1,500.00	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Testing		\$150.00	18	0	\$2,700.00	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Content Migration		\$150.00	15	0	\$2,250.00	Capital Projects - Services	N/A - No job code required

						(594 28 60 0001)	
Development		\$150.00	72	0	\$10,800.00	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Design		\$150.00	80	0	\$12,000.00	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Discovery		\$150.00	25	0	\$3,750.00	Capital Projects - Services (594 28 60 0001)	N/A - No job code required
Total Cost: \$32,000.00							

VENDORS: Please confirm receipt of this purchase order by emailing accounting@kitsap911.org	Sub-Total	\$32,000.00
	Shipping & Handling	\$0.00
	Sales Tax	\$2,944.00
	Grand Total	\$34,944.00

I certify that allowance for the above was made in the current year's budget and sufficient balance remains to cover the same.

Submitted By: *Barrie C. Hillman*

Approved By: *Maria Jameson-Owens*

STATEMENT OF WORK

This Statement of Work (“SoW”) is entered into by the D2 Creative, LLC (“D2”), and Kitsap 911 and effective as of February 6, 2026. This Statement of Work includes the detailed specifications of the client/vendor relationship that may not be covered in specified sections of the proposal submitted by D2 and the Project Scope outlined below.

PARTIES

As used herein and throughout this agreement:

D2 means and is interchangeable with the company D2 Creative, LLC with its primary place of business at PO Box 99, Kirkland, WA 98034.

Client means and is interchangeable with Kitsap 911 with its primary place of business/operation at 911 Carver St, Bremerton, WA 98312.

Unless specified within the scope all agreements will be upheld in accordance to law within Kitsap County and the State of Washington.

PROJECT SCOPE

Kitsap 911 is requesting website design services to update and enhance customer/website visitor experiences. Kitsap 911 has engaged D2 to address these areas, make recommendations, update the CMS and create a modern user experience that will grow with Kitsap 911’s needs.

D2 will design and develop a website built on modern Next.JS headless CMS platform meeting the following needs of Kitsap 911:

- Meets the target page load time of under 3 seconds
 - Lightweight custom theme, WebP images with lazy loading, multi-level caching (browser, server, CDN), minified CSS and JavaScript
- Acceptable testing results on an automated tool (axe DevTools, Pa11y, WAVE) of the website’s compliance with the Americans with Disabilities Act (ADA) Title II and Web Content Accessibility Guidelines (WCAG) WCAG 2.1 and 2.2 requirements
- Clean, focused interface for simplified content management. Intuitive form-based editing with real-time previews. Custom content types defined with clear fields and validation.

- The site will meet all four WCAG principles:
 - Perceivable - Enforced alt text, captions/transcripts, 4.5:1 text contrast, proper heading hierarchy, semantic HTML5
 - Operable - Full keyboard access, focus indicators, skip links, no timeouts, consistent focus appearance
 - Understandable - Plain language, consistent navigation, descriptive links, clear form labels
 - Robust - Valid HTML, correct ARIA, assistive technology compatibility, responsive design
Verified keyboard-only navigation, color contrast ratios, 200% text scaling, and focus appearance across the entire site.
- Custom validation will be built into the editing workflow using accessibility linting libraries. Before content can be saved or published, it's checked for common issues with real-time feedback.
- Before launch, D2 will produce a formal WCAG compliance report documenting each success criterion with evidence, including screenshots, code samples, and test results. Final sign-off audit will ensure zero Level A and AA violations.

Overall Cutover Success Criteria

- Design approved by Kitsap 911 Executive Director
- Launch of all site pages listed on the finalized Kitsap 911 Website Schematic document
- Zero WCAG 2.1/2.2 Level AA violations in compliance report
- Staff can publish content independently after training
- Automated public records request logging with unique PRR-YYYY-### IDs
- Historical site archives are accessible and preserved
- All priority content has been migrated without data loss
- Delivery on time and within budget
 - 18-week timeline in 7 sprints: Discover & Foundation, Core Site, Custom Post Types, Public Records, Migration & Polish, Testing & Launch Prep, Launch & Support not to extend past July 1, 2026 unless pre-approved by Kitsap 911.
- Google Lighthouse scores 90+ for accessibility, strong performance across all metrics

Security and Privacy

- SSL/TLS Certificates, daily automated backups with point-in-time recovery, two-factor authentication, limited log in attempts, security headers, regular updates and monitoring, minimal attack surface via static generation, and environment variable protections.
- Core security elements include SSL/TLS encryption with enterprise-grade encryption for all data transmission using current TLS 1.3 standards, access control management with role-based permissions, data backup systems, and monitoring and through hosting provider security tools.
- Privacy protection framework includes data minimization with collection and retention of only necessary user information and clear retention policies, cookie compliance providing transparent cookie usage with user control options and clear privacy notices, third-party integration security maintaining secure API connections with privacy protection for integrated services like Google Analytics and your selected search platform, and user rights management with systems supporting privacy rights requests and data management under applicable privacy laws.
- Security maintenance is not included in the core scope of work. Kitsap 911 technical staff will be trained in procedures to regularly review and apply updates and security best practices and threat recognition; as well as performance of off-site backups. Hosting providers will provide platform security and maintenance processes past the end of the engagement with D2.
- Our hosting approach utilizes enterprise-grade security measures including web application firewall with threat filtering and protection against common attack vectors, DDoS protection providing distributed denial-of-service mitigation ensuring site availability during attacks, intrusion detection with real-time monitoring and automated response to suspicious activity, secure database management through encrypted database storage, and network security as provided by the hosts.

Public Records Requirements

D2 will implement:

- A custom form solution that when a request is submitted the system will:
 - Auto-generate unique request number
 - Send confirmation email to requestor with tracking number
 - Notify the public records specialist
 - Create database entry with status tracking
 - Allow staff to update status and trigger automated notifications
 - Store all data with Excel export capability

Content Migration & Archival

Implementation plan will consist of:

- Complete static archive of existing site hosted at a subdomain for at least seven years for records retention.
- URLs that don't resolve to a page on the new site, the system will check the archive and redirect the user there.
- The archive remains available throughout the redevelopment process as a safety net and a permanent public record.
- Kitsap 911 is operating under the understanding that existing PDFs and documents do not need to be remediated for WCAG compliance and only new documents added from cutover point forward.
- All files intended for the completed website should be provided in a format ready for upload.
 - Any custom design files such as vector files must be provided in a fully editable format.
 - Any use of copyright materials or media that carries royalty fees must be disclosed and only used with Kitsap 911 approval.

Site Architecture & Design

Discovery

- Kitsap 911 will provide a comprehensive Website Schematic Design document that summarizes the existing website architecture and outlines a first draft of the intended architecture.
- Kitsap 911 will provide a summarized report on favored design elements that was generated through an internal design thinking session with employees involved in public-facing aspects of our work.

Atomic Design

- Building from the ground up, the design will reflect Kitsap 911's brand and accessibility requirements, with reusable components (navigation, content blocks, forms) resulting in complete page templates.
- Emphasizing contemporary aesthetics: high contrast for readability, mobile-first responsive design, clean typography, strategic whitespace, clear calls-to-action, and information hierarchy that puts the most important content front and center.

Structured Content Architecture

- Organized structured content that is easy to manage with custom content types designed specifically for what Kitsap 911 does including but not limited to:
 - Board Meetings
 - Contracts/RFPs
 - Job Postings
 - Urgent Public Safety Messaging

Training

D2 will provide 3 virtual training sessions: CMS Basics, Accessible Content Creation, and Forms/Workflow. Additionally, D2 will provide:

- Recordings of the training courses.
- Step by step written guide.
- Accessibility checklist for content creators.

Site Maintenance & Hosting

- D2 Creative will provide 60 days of post-launch support for bug fixes, adjustments, weekly office hours during the first 30 days, emergency support for critical issues, email/phone support and one follow up training session, if needed.
- D2 Creative will provide specific typical reoccurring costs associated to the website: Website Hosting/Platform Fees, Certificate Fees, Metered Fees such as (storage, bandwidth, per click, per document, per compliance assessment). The estimates below will be updated to specific costs prior to obligating Kitsap 911 to a hosting agreement.
- Hosting:
 - Next JS Hosting: ~\$20-\$75 per month
Includes staging/preview environments, automatic backups, high uptime guarantees, expert support, SSL certifications and CDN.
 - Strapi Cloud CMS Hosting: ~\$18 per month (taxes may be included)
 - Includes 50k API requests per month, 50GB asset storage, unlimited database entries, instant response time
 - Algolia search: Effectively \$0, but requires payment for overages
 - 10K search requests /month included then \$0.50 per additional 1K search requests
 - 100K records included then \$0.40 per additional 1K records

ADDITIONAL SCOPES

- Accessibility Audits \$1,500 to 2,500; recommended annually
- On-going Maintenance: \$2,000 to 5,000 per year
 - Regular backups
 - Regular package updates
 - Technical support/requests from approved staff members addressed for a discounted hourly rate
 - Monitoring and addressing security issues as they arise

TERM

This agreement shall commence upon the effective date and shall remain effective until July 2026, or the date at which the services are completed and delivered, whichever is sooner. Kitsap 911 can elect to extend this timeline as needed.

Termination

This agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

- becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

In the event of termination, D2 shall be compensated for the Services performed through the date of termination in the amount of a prorated portion of the fees due, or hourly fees for work performed by D2 or its agents as of the date of termination, whichever is greater; and Kitsap 911 shall pay all expenses, fees, out of pocket outlays together with any additional costs incurred through and up to the date of cancellation.

Transfer of Partial Rights

In the event of termination by Kitsap 911 and upon full payment of compensation as provided herein, D2 grants to Kitsap 911 such right and title as provided for in this Agreement with respect to those deliverables provided to, and accepted by client as of the date of termination.

Upon expiration or termination of this Agreement:

each party shall return or, at the disclosing party's request, destroy the confidential information of the other party, and

other than as provided herein, all rights and obligations of each party under this agreement, exclusive of the services, shall survive.

FEES AND CHARGES

Fees

The total not-to-exceed fee for this project is **\$32,000** which includes discovery, design, development, content migration, testing, and training.

In consideration of the services to be performed by D2, Kitsap 911 shall pay to D2 fees in the amounts and according to the payment schedule set forth in the proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

	Hours	Cost
Discovery	25	\$ 4,000
Design	80	\$ 12,000
Development	72	\$ 10,000
Content Migration	15	\$ 2,000
Testing	18	\$ 2,500
Training & Launch	10	\$ 1,500
TOTAL:	220	\$ 32,000

The standard billable rates are outlined below:

Role	Hourly rate
Project management	\$150.00
Creative Director	\$175.00
Lead Developer/Digital Experiences	\$175.00
Graphic Designer	\$125.00
Analytics/SEO	\$150.00
UX/Information Architecture	\$125.00

D2 shall track and report to Kitsap 911 on a monthly basis all hours accrued on this project, along with a budget report.

CHANGES

General Changes

Unless otherwise agreed by both parties, additional charges for changes requested by Kitsap 911 which are outside the scope of the work on a time and materials basis, at D2's standard hourly rate of One Hundred Fifty dollars per hour (\$150/hr USD). Such charges shall be in addition to all other amounts payable under the proposal, despite any maximum budget, contract price, or final price identified therein. D2 may extend or modify any delivery schedule or deadlines in the proposal and deliverables as may be required by such Changes. No change will be effective unless agreed upon by the parties in writing.

Invoices

All invoices are payable within thirty (30) days of receipt. D2 will assess a monthly service charge of two and a half percent (2.5%) or the greatest amount allowed by Washington state law is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Kitsap 911 shall be responsible for all collection or legal fees necessitated by lateness or default in payment. D2 reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges, or the costs of changes.

CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation preliminary works ("confidential information"). Each party, its agents, and its employees shall hold and maintain in strict confidence all confidential information, shall not disclose confidential information to any third party, and shall not use any confidential information except as may be necessary to perform its obligations under the proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, confidential information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

RELATIONSHIP OF THE PARTIES

Independent Contractor.

D2 is an independent contractor, and is not affiliated with Kitsap 911, nor are D2's employees employees of Kitsap 911. D2 shall provide the services under the general direction of Kitsap 911, but D2 shall

determine in its sole discretion the manner and means by which the services are accomplished. This agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. D2 and the work product or deliverables prepared by D2 shall not be deemed a work for hire as that term is defined under copyright law. All rights, if any, granted to Kitsap 911 are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

LIMITATION OF LIABILITY

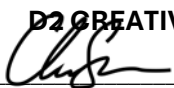
EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, D2 MAKES NO WARRANTIES WHATSOEVER. D2 EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT. THE SERVICES AND THE WORK PRODUCT OF D2 ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF D2, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES TO KITSAP 911. FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND KITSAP 911'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO D2'S NET PROFIT. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY D2, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

This Statement of Work, when signed below, authorizes D2 Creative to perform the services described. If the specifications change during the project, D2 will notify Kitsap 911 of the changes and price adjustments that may be needed. Upon written approval of the changes, D2 will be authorized to continue the project.

INSURANCE

D2 Creative shall procure and maintain for the duration of this agreement, insurance as detailed in Exhibit A.

D2 CREATIVE, LLC



Signature of Authorized Representative
Charles Leinas

Printed Name

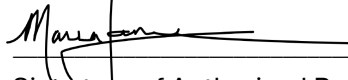
Marketing & Business Development Manager

Title

February 11, 2026

Date

KITSAP 911



Signature of Authorized Representative

Maria Jameson-Owens

Printed Name

Executive Director

Title

02/22/2026

Date



KITSAP 911
CONTRACT REVIEW SHEET

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

A. GENERAL INFORMATION	
1. Contractor	Environmental Control
2. Purpose	Kitsap 911 Monthly Janitorial Service
3. Contract Amount	\$30,700 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	04-13-2026 to 04-12-2027 with option to renew
5. Contract Administrator	Morgan Hoffman Phone morgan@ecseattle.com
Approved:	Date
<i>Executive Director</i>	
B. ACCOUNTING INFORMATION	
1. Contract Control Number	K911-101
2. Fund Name	Admin
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 Date 01-08-2026
2. Comments:	K911 Standard contract template
D. ATTORNEY REVIEW	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Ken Bagwell Date 01/08/2026
2. Comments:	K911 Standard contract template
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

EXHIBIT A INSURANCE REQUIREMENTS

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

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

Minimum Scope of Insurance

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

- Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. Kitsap 911 shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for Kitsap 911 using an additional insured endorsement at least as broad as ISO CG 20 26.
- Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

- Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- Professional Liability insurance shall be written with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

Verification of Coverage

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

CONTRACT FOR CUSTODIAL PERSONAL SERVICES

This Contract for the CUSTODIAL SERVICES (the Contract) is entered into by and between Kitsap 911 (KITSAP 911) with its principal offices at 911 Carver Street, Bremerton Washington 98312 hereafter referred to as “Owners” and ENVIRONMENTAL CONTROL OF SOUTH SOUND, INC. having its principal offices at 6830 S. 220th St. Kent, WA 98032 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective April 13, 2026, and terminate on May 31, 2027. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap 911. This contract is subject to annual renewal through a written amendment signed by Kitsap 911 and Contractor unless otherwise terminated.

SECTION 2. CONTRACT DOCUMENTS

- 2.1 Description of services being requested from the scope of work set forth in Exhibit A.
- 2.2 Compensation Schedule set forth in Exhibit B.
- 2.3 Supplies and tools responsibilities are set forth in Exhibit C.
- 2.3 Exhibits are considered contract documents and incorporated by reference here in.

SECTION 3. SERVICES TO BE PROVIDED

- 3.1 A description of the services to be performed by the Contractor is set forth in Exhibit A, Scope of Work, which is attached to the Contract and incorporated by this reference.
- 3.2 The Contractor agrees to provide its own labor and cleaning tools and materials while Kitsap 911 will provide consumable paper products, urinal supplies, trash liners, hand and dish soap as detailed in Exhibit C. Additional supplies are provided upon approval of the Executive Director.
- 3.3 The Contractor will perform the work specified in the Contract according to standard industry practice.

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

SECTION 4. CONTRACT REPRESENTATIVES

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

Kitsap 911 Contract Representative

Barrie Hillman,
Executive Assistant
911 W. Carver Street, Bremerton, WA 98312
bhillman@kitsap911.org
360-307-5803

Contractor's Contract Representative

Tim Hoff or Morgan Holmes
6830 S. 220th Street
Kent, WA 98032
morgan@ecseattle.net

SECTION 5. COMPENSATION

- 5.1 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.
- 5.2 The approved monthly fee for custodial services payable under the Contract by Kitsap 911 to the Contractor in no event will exceed \$2,225.00 plus tax. Additional special services in addition to the monthly fee may be approved on a case-by-case basis by the Executive Director. For special services a quote will be generated by Contractor and an approved Purchase Order submitted by Kitsap 911 to Contractor will initiate the special service.
- 5.3 Unless otherwise provided in the Contract, the Contractor will submit an invoice to Kitsap 911 for payment monthly. Subject to the other provisions of the Contract, Kitsap 911 generally will pay such an invoice within 30 days of receiving it.
- 5.4 The Contractor will be paid only for work expressly authorized in the Contract.

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

SECTION 6. AMENDMENTS AND CHANGES IN WORK

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

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION

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

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

SECTION 8. INSURANCE

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

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

8.3 **Minimum Scope of Insurance**

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. Kitsap 911 shall be named as an additional insured under the 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.

8.4 **Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

8.5 **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.

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

8.7 Verification of Coverage

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 Contractor before commencement of the work.

8.8 Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that Kitsap 911 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

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

SECTION 9. TERMINATION

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

SECTION 10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

SECTION 11. INDEPENDENT CONTRACTOR

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

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

SECTION 12. NONDISCRIMINATION

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

SECTION 13. 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 settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by Kitsap 911 contract representative or designee. All rulings, orders, instructions and decisions of Kitsap 911 contract representative will be final and conclusive.

SECTION 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

- 16.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 16.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 16.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from Kitsap 911 contract representative or designee.
- 16.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 16.5 **Records Inspection and Retention.** Kitsap 911 may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

16.6 Prevailing Wages:

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

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

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

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

16.7 Successors and Assigns. Kitsap 911, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

16.8 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

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

16.10 Notices. Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also


be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

16.11 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this 23rd day _____, 2026.

DATED this 23rd day _____, 2026.

CONTRACTOR



Environment Control

Federal Tax ID No: 91-1952417

Kitsap 911



Maria Jameson-Owens, Executive Director

ATTEST:

EXHIBIT A – ACCOUNT INFORMATION SHEET

[Extracted from the contractor's SOQ]

Exclusions from service:

- Interior cleaning of kitchen appliances
- Monitoring of Needle Disposal units
- Exterior cleaning
- Dusting or any cleaning of office desk or counter surfaces
- Console (dispatch desks) glass cleaning or surface cleaning

Service Details on the following page.

Account Information Sheet (AIS)



Customer Information

Customer Number:		Ticket Email:	Support@ecseattle.net
Customer Name:	Kitsap 911	Office Number:	253-854-1041
Street Address:	911 Carver St W	Clock in#:	1-866-548-7581
City, State, Zip:	Bremerton, WA 98312	Emergency Contact Name:	
Contact Name:	Barrie Hillman	Emergency Contact Number:	
Contact Number:	360-307-5803	Secondary Contact Name:	
Contact Email:	bhillman@kitsap911.org	Secondary Contact Number:	

EOC, Classroom, Dispatch & TSG (Rear)		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly
1	Empty trash & recycle, replace liners (if soiled or torn)	✓		✓		✓						
2	Dust open horizontal common area surfaces that are not in use (desks not included)	✓										
3	Sweep & mop hard surface floors (as needed) including back hall	✓										
4	Vacuum all carpeted floors, including main traffic lanes & under desks (as needed)	✓										
5	Dust window sills	✓										
6	Check for & remove cobwebs	✓										
7	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them									✓		
8	Jan/Apr/July/Oct: Spot clean walls and doors										✓	
9	Jan/Apr/July/Oct: Wipe down vinyl chairs										✓	
10	Feb/May/Aug/Nov: Damp mop baseboards										✓	
11	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.										✓	
12	Mar/June/Sept/Dec: Disinfect door handles										✓	

NOTES: Check floors not on schedule every day for unusual mess

Main Hall & Offices, Supervisor Office		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly
1	Empty trash & recycle, replace liners (if soiled or torn)	✓		✓		✓						
2	Dust open horizontal common area surfaces that are not in use (desks not included)			✓								
3	Clean & sanitize drinking fountains & water coolers			✓								
4	Sweep & mop hard surface floors (as needed) including back hall			✓								
5	Vacuum all carpeted floors, including main traffic lanes & under desks			✓								
6	Dust window sills			✓								
7	Check for & remove cobwebs			✓								
8	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them									✓		
9	Jan/Apr/July/Oct: Spot clean walls and doors										✓	
10	Jan/Apr/July/Oct: Wipe down vinyl chairs										✓	
11	Feb/May/Aug/Nov: Damp mop baseboards										✓	

12	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.												✓	
13	Mar/June/Sept/Dec: Disinfect door handles												✓	

NOTES: Check floors not on schedule every day for unusual mess

Admin Offices, Lobby & TSG Offices (Front)		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly		
1	Clean inside & outside of entrance door glass to remove fingerprints					✓								
2	Police area 10' around front entry area					✓								
3	Empty trash & recycle, replace liners (if soiled or torn)	✓		✓		✓								
4	Dust open horizontal common area surfaces that are not in use (desks not included)					✓								
5	Sweep & mop all hard surface floors (as needed) including back hall, lobby and security vestibule					✓								
6	Vacuum all carpeted floors, including main traffic lanes & under desks					✓								
7	Dust window sills					✓								
8	Check for & remove cobwebs					✓								
9	Wipe down kitchenette sink and counter					✓								
10	3rd Wednesday: Check outside trash receptacles										✓			
11	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them										✓			
12	Jan/Apr/July/Oct: Spot clean walls and doors												✓	
13	Jan/Apr/July/Oct: Wipe down vinyl chairs												✓	
14	Jan/Apr/July/Oct: Spot clean partition glass in lobby												✓	
15	Feb/May/Aug/Nov: Damp mop baseboards												✓	
16	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.												✓	
17	Mar/June/Sept/Dec: Disinfect door handles												✓	

NOTES: Check floors not on schedule every day for unusual mess

Gym		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly		
1	Empty trash & recycle, replace liners (if soiled or torn)	✓		✓		✓								
2	3rd Wednesday: Sweep and mop gym floor										✓			
3	3rd Wednesday: Dust gym equipment										✓			
4	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them										✓			
5	Jan/Apr/July/Oct: Spot clean walls and doors												✓	
6	Feb/May/Aug/Nov: Damp mop baseboards												✓	
7	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.												✓	
8	Mar/June/Sept/Dec: Disinfect door handles												✓	

NOTES: Check floors not on schedule every day for unusual mess

Break Room (1)		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly		
1	Empty trash, replace liners (if soiled or torn)	✓		✓		✓								

2	Wipe down countertop, tables, & cabinets	✓		✓		✓						
3	Clean & sanitize sinks & backsplashes	✓		✓		✓						
4	Spot clean faces of appliances & cabinets	✓		✓		✓						
5	Spot clean walls around wastebaskets	✓		✓		✓						
6	Clean & restock all paper dispensers & soap dispenser	✓		✓		✓						
7	Sweep & mop all hard surface floors	✓		✓		✓						
8	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them									✓		
9	Jan/Apr/July/Oct: Spot clean walls and doors										✓	
10	Jan/Apr/July/Oct: Wipe down vinyl chairs										✓	
11	Feb/May/Aug/Nov: Damp mop baseboards										✓	
12	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.										✓	
13	Mar/June/Sept/Dec: Disinfect door handles										✓	

NOTES:

Restrooms (5)		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly
1	Empty trash & sanitary containers, replace liners (if soiled or torn)	✓		✓		✓						
2	Clean & restock all paper & soap dispensers	✓		✓		✓						
3	Disinfect toilets, urinals, sinks, backsplashes, & mirrors	✓		✓		✓						
4	Remove fingerprints from doors, light switches, kick/push plates, & handles (as needed)	✓		✓		✓						
5	Wipe/remove any smudges on toilet & urinal partitions	✓		✓		✓						
6	Dust all horizontal surfaces	✓		✓		✓						
7	Sweep & mop all hard surface floors	✓		✓		✓						
8	1st Wednesday: Clean shower (1)									✓		
9	2nd Week of the Month: Wipe down bathroom stall walls and clean light switches. Check urinal mats and cakes for replacement.									✓		
10	4th Wednesday: Check trash & recycle cans for those that need cleaning and clean them									✓		
11	Jan/Apr/July/Oct: Spot clean walls and doors										✓	
12	Feb/May/Aug/Nov: Damp mop baseboards										✓	
13	Mar/June/Sept/Dec: High dusting including blinds, light fixtures, vents, signs, etc.										✓	
14	Mar/June/Sept/Dec: Disinfect door handles										✓	

NOTES:

Special Services		M	T	W	T	F	S	SN	Wkly	Mthly	Qtrly	Yrly
1	Shampoo Carpets (additional price)											✓
2	Wash interior & exterior windows (additional price)											✓
3	Scrub & wax hard surface floors											
4	Strip & wax hard surface floors											

NOTES:

Misc.		
1	Janitor Closet Located:	
2	Log Book Located:	
3	Supplies are kept in:	
4	Dumpsters Located:	
Provided by Customer:		All paper products and consumables.
Provided by EC:		Cleaning supplies, equipment, & chemicals.
Product	# Per Case	Size
Last Updated: 02/26/2026		

EXHIBIT B – COMPENSATION SCHEDULE

[Extracted from the contractor's SOQ]

Compensation Schedule on the following page.

Service Authorization Agreement

Service Authorization Agreement ("SAA"), between Environment Control of South Sound, Inc. ("EC"), and:	
Customer Name:	Kitsap 911
Street Address:	911 Carver Street W, Bremerton, WA 98312
City, State, Zip Code	Bremerton, WA 98312
Phone:	360-307-5803
Email:	bhillman@kitsap911.org
Authorized Contact:	Barrie Hillman
Effective Start Date:	<u>We can start services April 1st with 19 days notice.</u>
Description of Facility (attach schematic if available):	
Contracted Monthly Services:	Monthly Charges:
Regular Janitorial Maintenance 3x per week	\$2,225.00

TOTAL MONTHLY BILLING: \$2,225.00

Summary of Special Services - Not included in Monthly Billing	One Time Charges:
<input type="checkbox"/> 1st Floor Windows (minimum \$295) Price per window (includes interior & exterior)	\$5.00
<input type="checkbox"/> Shampoo Carpets (minimum \$325) Price per sq ft (1,000-2,000sf)	\$0.25
<input type="checkbox"/> Shampoo Carpets Price per sq ft (2,000sf+)	\$0.20

TOTAL BILLING: \$0.00

- Select all approved options above (For one time services only select the services you would like to have performed within 30 days of the start date)

The attached SAA Terms and Conditions (Attachment "A") and the preceding Proposal document are incorporated into this Agreement by this reference.

EXHIBIT C – SUPPLIES & TOOLS RESPONSIBILITY

Environmental Control will provide:

- Cleaning solutions with reduced odor
- Mop bucket
- Mops & Mop Heads
- Wet Floor warning signs
- Broom
- Dust mop
- Vacuum
- Rags
- Scrub Tools
- Any required Personal Protective Equipment
- Any specialized equipment for special projects such as window cleaning or carpet steam cleaning
- Transportation for custodian

Kitsap 911 will provide:

- Access badge for custodian and back up custodian
- Trash liners in multiple sizes
- Toilet Paper
- Paper Towel
- Hand Soap & dispensers
- Urinal cakes and splash guards
- Urinal floor mats
- Toilet seat covers
- Facial tissue
- Dish Soap
- Dishwasher Soap
- Built-in Vacuum
- Small Vacuum
- Small carpet steam cleaner
- Additional brooms and Swiffers
- Dumpster and Recycling Dumpster access