



# **CENTRAL KITSAP** **FIRE & RESCUE**

## **AGENDA** **Board of Commissioners Study Session** **April 25, 2022 – 4:00 PM – Electronic Meeting**

### **Electronic Meeting Instructions for the Public**

**This Board meeting will be held electronically using Microsoft Teams.**

Please visit our webpage for meeting access information:

[www.ckfr.org](http://www.ckfr.org)

*All matters listed in the Consent Agenda have been distributed to each member of the Board of Commissioners for reading and study, are considered to be routine, and will be enacted by one motion of the Commission 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 request.*

### **1. ADMINISTRATIVE ITEMS**

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- A. Call to Order/Establish Quorum/Pledge of Allegiance
- B. Additions or Deletions to the Agenda:
- C. Announcements:

### **2. CONSENT ITEMS**

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- A. Vouchers: Check No. 36569 – 36574, and 36576 – 36631  
*(See Discussion Item 3B for requested action on Berschauer Group Payment Application #2)*
- B. April Payroll: Check No. 102258 – 102265 and EFTs

### **3. DISCUSSION / ACTION ITEMS**

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- A. Station 51 AIA Agreement with Rice Fergus Miller – FC Oliver  
✓ **Action Requested to Authorize the Fire Chief to Sign the Agreement**
- B. Check. No. 36575: Berschauer Group Pay Application #2 – CBO Maule  
✓ **Action Requested to Approve \$258,460.80 Payment to Berschauer Group**
- C. Purchase Authority Updates – CBO Maule
- D. BOC Policy Manual Updates – Counsel Bagwell
- E. Financial Report – CBO Maule
- F. Overtime Report – DC Sorenson

### **4. ADJOURN**

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## CHECK REGISTER

Central Kitsap Fire &amp; Rescue

Time: 08:21:46 Date: 04/20/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1195	04/25/2022	Claims	1	36569	AIR MANAGEMENT SOLUTIONS LLC	2,141.73	HVAC Service & Repairs
1196	04/25/2022	Claims	1	36570	AIRGAS USA LLC	317.63	O2 Tank Refill
1197	04/25/2022	Claims	1	36571	ALLIANCE 2020, INC	525.02	Employment Background Checks - Juliano, Krenzer, Taylor, Toops
1198	04/25/2022	Claims	1	36572	ARAMARK	83.10	Laundry Services - Shop
1199	04/25/2022	Claims	1	36573	ASSOCIATED PETROLEUM PRODUCTS INC	12,477.52	Gas & Diesel Fuel
1200	04/25/2022	Claims	1	36574	BAGWELL & HARVEY, PLLC	3,750.00	General Counsel
1201	04/25/2022	Claims	1	36575	BERSCHAUER GROUP INC	258,460.80	Pay Application #2
1202	04/25/2022	Claims	1	36576	BREM-AIR DISPOSAL INC	846.91	Garbage Service
1203	04/25/2022	Claims	1	36577	CASCADE NATURAL GAS CORP	957.01	Natural Gas
1204	04/25/2022	Claims	1	36578	CENTURYLINK	234.96	Phone Service
1205	04/25/2022	Claims	1	36579	CENTURYLINK	1,280.67	Phone Service
1206	04/25/2022	Claims	1	36580	CL NEW START ENTERPRISES LLC	1,318.90	Duct Cleaning
1207	04/25/2022	Claims	1	36581	DAILY JOURNAL OF COMMERCE	740.60	Advertisement For Bids
1208	04/25/2022	Claims	1	36582	DALTON MOTOR GRAPHICS	2,084.62	Graphics Package
1209	04/25/2022	Claims	1	36583	DARREL EMEL'S TREE SERVICE	2,027.40	Tree Removal
1210	04/25/2022	Claims	1	36584	DATA DRIVEN SAFETY, LLC	100.75	Driver Record Monitoring
1211	04/25/2022	Claims	1	36585	DON SMALL & SONS OIL DIST	1,593.36	Engine Oil
1212	04/25/2022	Claims	1	36586	DAVID GEORGE DREXLER	415.00	Oil Disposal
1213	04/25/2022	Claims	1	36587	E & F RECOVERY LLC	450.00	Archive Data Services
1214	04/25/2022	Claims	1	36588	ECMS INC	4,589.67	Bunker Gear Repair; Name Plates
1215	04/25/2022	Claims	1	36589	EMS TECHNOLOGY SOLUTIONS, LLC	1,918.80	Annual License Fee - Service Desk; Additional Narcotics Tracking Licenses
1216	04/25/2022	Claims	1	36590	FIRST CHOICE HEALTH NETWORK	31.04	EAP Services
1217	04/25/2022	Claims	1	36591	GCR TIRES & SERVICE	1,194.77	Tires; Disposal Fees
1218	04/25/2022	Claims	1	36592	GILCHRIST CHEVROLET INC	1,274.97	Cooler Lines; ABS Module; O-Rings; Brake Switch Clips; Antifreeze
1219	04/25/2022	Claims	1	36593	GRAVITEC SYSTEMS INC.	8,330.55	Fall Protection Design
1220	04/25/2022	Claims	1	36594	HUGHES FIRE EQUIPMENT INC	680.77	Lights; Refund Of Engineering Review Fee
1221	04/25/2022	Claims	1	36595	KEATING, BUCKLIN & MCCORMACK, INC. P.S.	1,372.50	External Workplace Investigation
1222	04/25/2022	Claims	1	36596	KITSAP COUNTY PUBLIC WORKS	12,250.00	2022 Property Tax - SSWM
1223	04/25/2022	Claims	1	36597	KITSAP PUD #1	3,000.00	Tele-Contract Services
1224	04/25/2022	Claims	1	36598	KITSAP SCREEN PRINTING	1,100.84	Wildland Hoodies
1225	04/25/2022	Claims	1	36599	KROESEN'S INC	4,506.00	Uniform Shirts, Pullovers, Embroidery
1226	04/25/2022	Claims	1	36600	KRONOS INCORPORATED	17.58	IVR Service
1227	04/25/2022	Claims	1	36601	L&L EXCAVATION & LANDSCAPING, INC	640.00	Portable Toilets
1228	04/25/2022	Claims	1	36602	LAWSON PRODUCTS INC	238.59	Consumables
1229	04/25/2022	Claims	1	36603	LIFE ASSIST INC	11,167.71	Medical Supplies
1230	04/25/2022	Claims	1	36604	LN CURTIS & SONS	13,192.67	SCBA Equipment; 2-Ply Hood Carbon Shield
1231	04/25/2022	Claims	1	36605	MATERIALS TESTING & CONSULTING, INC	475.00	Material Analysis
1232	04/25/2022	Claims	1	36606	MES - NORTHWEST	2,383.72	Boots
1233	04/25/2022	Claims	1	36607	GREGORY MILLER	350.94	Medic Transport Overpayment
1234	04/25/2022	Claims	1	36608	NEXUS BEC, INC	2,160.00	Technical Design Review
1235	04/25/2022	Claims	1	36609	OFFICE DEPOT	656.48	Office Supplies
1236	04/25/2022	Claims	1	36610	PACIFIC OFFICE AUTOMATION	412.15	Usage Charges
1237	04/25/2022	Claims	1	36611	PERKINS COIE LLP	58.00	Bond Project Legal Counsel
1238	04/25/2022	Claims	1	36612	KARA D PUTNAM	96.00	Per Diem - FORCE Conference

# CHECK REGISTER

Central Kitsap Fire & Rescue

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1239	04/25/2022	Claims	1	36613	SAM BROWN SHIELDS INC	191.25	Helmet Shields, Passports
1240	04/25/2022	Claims	1	36614	DANIEL SCHOLD	374.10	LEOFF 1 Medical Reimbursement
1241	04/25/2022	Claims	1	36615	SEATTLE AUTOMOTIVE DISTRIBUTING INC	1,124.65	Brakes, Hub Assembly, Water Pump; Belt Tensioner; Washer Fluid Pump
1242	04/25/2022	Claims	1	36616	SHANK, DEAN	221.10	LEOFF 1 Medical Reimbursement
1243	04/25/2022	Claims	1	36617	SILVERDALE WATER DISTRICT	8,104.02	December 2021 Shared Costs
1244	04/25/2022	Claims	1	36618	SOUTH KITSAP FIRE & RESCUE	57,760.53	Reimbursement For KCFTC
1245	04/25/2022	Claims	1	36619	SPRINGBROOK HOLDING COMPANY, LLC	14,447.30	2021 & 2022 Annual Renewal
1246	04/25/2022	Claims	1	36620	STANDARD INSURANCE COMPANY	2,943.36	Volunteer Life Insurance
1247	04/25/2022	Claims	1	36621	STEEL CITY DRONES LLC	33,960.00	Drone
1248	04/25/2022	Claims	1	36622	TELEFLEX, LLC	1,665.50	Needles
1249	04/25/2022	Claims	1	36623	TRUSTEED PLANS SERVICE CORPORATION	2,039.02	May 2022 Retiree Medical
1250	04/25/2022	Claims	1	36624	UNUM LIFE INSURANCE COMPANY OF AMERICA	363.23	LEOFF 1 Long Term Care Insurance
1251	04/25/2022	Claims	1	36625	VALLEY FREIGHTLINER INC	1,468.13	DPF Outlet Sensor; Water Pumps; Belt Tensioner; Pulleys; Water Pump; Filters
1252	04/25/2022	Claims	1	36626	VERIZON WIRELESS	3,254.67	Cell Phones
1253	04/25/2022	Claims	1	36627	WA ST DEPT OF LICENSING	14.50	Replacement Plates For 2013 Dump Trailer
1254	04/25/2022	Claims	1	36628	WA ST FIREFIGHTERS TRAINING & EDUCATION	995.00	Rapid Entry Rescue Swimmer Training - Werlech
1255	04/25/2022	Claims	1	36629	WAVE BROADBAND	1,060.40	High Speed Internet
1256	04/25/2022	Claims	1	36630	WESTBAY AUTO PARTS	295.53	Auto Parts
1257	04/25/2022	Claims	1	36631	JEFF S WRIGHT	379.50	Per Diem - Riding The Right Seat Conference
						172,756.13	
						57,915.99	
						261,894.40	
						492,566.52	Claims:
						492,566.52	492,566.52
* Transaction Has Mixed Revenue And Expense Accounts							

CHECK REGISTER

Central Kitsap Fire & Rescue

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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We, the undersigned of Central Kitsap Fire and Rescue, do hereby certify that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. We certify and that the claims are just, due and unpaid obligation against the District and that the checks noted above are approved for payment.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Auditing Officer


**AIA® Document B101™ – 2017**
**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 25th day of April in the year Two Thousand Twenty-Two  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

**Central Kitsap Fire & Rescue**  
5300 Newberry Hill Road, Suite 101  
Silverdale, Washington 98383

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

**Rice Fergus Miller, Inc.**  
275 5th Street, Suite 100  
Bremerton, Washington 98337

for the following Project:  
*(Name, location and detailed description)*

**Central Kitsap Fire & Rescue – Fire Station 51**  
10955 Silverdale Way NW  
Silverdale, Washington 98383  
(Kitsap County parcel 162501-2-094-2001 & 162501-2-095-2000)  
RFM Project Number: 2020110.05  
CKFR Job Code: CFB51

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

The Architect shall design the Project consistent with the Central Kitsap Fire & Rescue Capital Facility Plan and as updated through the execution of this Agreement.

Subject to the Standard of Care, the Project shall be designed and permitted to conform to all applicable State, county, city, and other jurisdictional requirements, standards, and regulations in effect as of the date of the building permit submittal.

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The current Fire Station 51 will be demolished and replaced on its current site with a new station, following the Owner's 2019 Capital Facilities Plan.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The new Fire Station 51 has been preliminarily programmed at approximately 17,500 square feet in size. It will include living and sleeping quarters for 10 personnel, 4 drive-through apparatus bays, a small public lobby, and commensurate working areas for station personnel.

Init.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in ~~Section 6.1:~~ Article 6, excluding without limitation the Architect's compensation, is:  
(Provide total and, if known, a line item breakdown.)

Construction Budget, including inflation: \$10,745,902.  
Total Project Budget, including anticipated soft costs and contingencies: \$15,259,181.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of Design: 4th Quarter 2022  
Completion of Construction Documents: 1st Quarter 2023

.2 Construction commencement date:

Anticipated Commencement of Construction: 2nd Quarter 2023

.3 Substantial Completion date or dates:

Anticipated Substantial Completion: 2nd Quarter 2024

.4 Other milestone dates:

N/A.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding pursuant to statutory requirements, including RCW 52.14.110-.120 and Chapter 39.04 RCW. Prevailing wages are required pursuant to RCW 39.12. The parties do not anticipate fast-track scheduling.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. [Not used.]~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Mike Tague, Assistant Chief  
Central Kitsap Fire & Rescue  
5300 Newberry Hill Road, Suite 101  
Silverdale, Washington 98383  
(360) 447-3587  
mtague@ckfr.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Kitsap County, jurisdictional utility providers, and others as required to review the Architect's submittals.

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A (report already provided)

.2 Civil Engineer:

N/A; to be contracted by the Architect.

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Project Manager:  
Shannon Thompson, Barker Creek Consulting, LLC.  
P.O. Box 20111  
Silverdale, WA 98383

All information provided by any Owner's consultants shall be reviewed and coordinated by the Architect and its consultants, and incorporated at no added cost into the Project design as a part of the Architect's Basic Services.

§ 1.1.10 The Architect identifies the following ~~representative~~ representatives in accordance with Section 2.3:  
(List name, address, and other contact information.)

Gunnar Gladics, Principal  
Lorie Limson Cook, Project Manager  
Jason Ritter, Project Architect  
Angie Tomisser, Interior Designer  
Rice Fergus Miller, Inc.  
275 5th Street, Suite 100  
Bremerton, Washington 98337

§ 1.1.11 The Architect shall ~~retain~~ engage consultants qualified by training and experience in their respective fields to address the requirements of the Project. All consultants of the Architect shall be acceptable to Owner. Upon request by the Owner, the Architect shall furnish the Owner with a copy of the Architect's contracts with its consultants. These contracts shall not be inconsistent with the terms of this Agreement. The Architect shall retain, as a part of the Architect's Fee, the consultants identified in Sections 1.1.11.1 ~~and 1.1.11.2~~ and 1.1.11.2, and the Architect represents that they constitute all consultants reasonably necessary for the performance of the Architect's services. Any individuals identified below with each consultant shall remain actively involved in the Project; to the extent that any such individual is no longer actively involved with the Project, then the Owner has the right to approve the individual's replacement:

Init.

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained by the Architect under Basic Services:

.1 Structural Engineer:

Reid Middleton, Inc.  
728 134th Street SW, Suite 200  
Everett, WA 98204

.2 Mechanical Engineer:

Sider & Byers, Inc.  
192 Nickerson, Suite 300  
Seattle, WA 98109

.3 Electrical Engineer:

Sider & Byers, Inc.  
192 Nickerson, Suite 300  
Seattle, WA 98109

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer:

N.L. Olson & Associates:  
2453 Bethel Avenue  
Port Orchard, WA 98366

Cost Estimating:

Prodims  
520 Kirkland Way, Suite 301  
Kirkland, WA 98033

Landscape Architecture:

Lyon Landscape Architects  
1015 Pacific Avenue, Suite 203  
Tacoma, WA 98402

§ 1.1.12 Other Initial Information on which the Agreement is based:

.1 Any services previously provided by the Architect to the Owner specific to this Project (prior to the execution of this Agreement) and not specifically related to preparing the Capital Facilities Plan shall be governed by this Agreement and shall be Basic Services hereunder. The Architect's services hereunder will be consistent with and further develop the services that the Architect previously provided to the Owner.

.2 All references to "days" in this Agreement are to calendar days unless the reference specifically states that it is business or working days.

.3 The Architect and its consultants will undertake and participate in on-going informal value engineering and constructability-review during all phases of the design.

.4 Documents previously prepared:

Feasibility Site Plan previously prepared by N.L. Olson & Associates, Inc. (dated September 25, 2019); CKFR Bond Study previously prepared by RLB Robinson (dated October 2, 2019); Seismic Study previously prepared by Reid Middleton (dated July 31, 2019); and Abbreviated Project Storm Drainage Analysis previously prepared by N.L. Olson & Associates, Inc. (dated September 26, 2019).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Architect shall provide prompt notice to the Owner and the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall compensation and to the extent consistent with this Agreement. The Owner may adjust the Owner's budget for the Cost of the Work or the scope of the Project and the Owner's anticipated design and construction milestones, as necessary, to accommodate market conditions or material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service and Building Information Models or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form as set forth in this Section 1.3 and elsewhere in this Agreement:

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.3.2 The Construction Documents shall be two-dimensional plans and specifications printed and delivered in hard copy or transmitted electronically in a format that will not allow modification of such Construction Documents.

§ 1.3.3 If requested by Owner, Architect shall provide its Revit or other 3D-model to Owner or its Contractor, Subcontractors or Consultants or other third-parties. The Contractor and its Subcontractors or other third-parties, but not the Owner, may be required to sign the Architect's standard Electronic Document Release, or agree to a written BIM Execution Plan, to receive such electronic documents. Architect shall not be liable to the Owner or its Contractor, Subcontractors or Consultants or other third-parties for such entities' use of the Architect's Revit or other 3D-model in lieu of the stamped drawings. Any modifications by Architect that are requested in writing by the Owner to the Revit or 3D models provided to Owner or its Contractor, Subcontractors or Consultants or other third-parties, or any technical assistance with such models, shall be provided as an Additional Service or subject to a written amendment to this Agreement that describes the scope and limitations of such service.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. Agreement during all phases of the Project. The Architect will perform the services through itself, its employees and consultants. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall cooperate with the Owner, the Contractor, authorities having jurisdiction, and others for the benefit of the Project and shall maintain good working relationships among all members of the Project team and other persons or entities employed by each of them, to the fullest extent possible in order to further the interests of the Owner and effect prompt completion of the Project within the requirements of the Contract Time and the Contract Sum. The Architect's design shall fit the Owner's program within the physical environment of the Project site.

Init.

§ 2.3 The Architect ~~shall identify a representative~~ has identified a representative in Section 1.1.10 who is authorized to act on behalf of the Architect with respect to the Project. The representative shall not be removed from any phase of the Project without the prior written consent of the Owner. The individual(s) listed in Section 1.1.10 shall be actively involved in all phases of the Project, shall be the prime contact with the Owner, and so long as that individual is employed by Architect, shall not be changed without the Owner's consent, which shall not be unreasonably withheld. Changing the Architect's representative without the Owner's consent shall constitute cause for termination for cause under this Agreement.

§ 2.3.1 Each person who performs the services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice, or other services provided by any such person. If requested by the Owner, the Architect shall remove from the services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect and its consultants shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect ~~shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ shall, at its sole cost and expense, maintain the following insurance as described below until termination of this Agreement. All insurance placed in order to comply with this Agreement shall be with an insurance company with a Best Rating of A- XI or better. The Owner must approve in writing any deviation from these requirements.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~( \$ )~~ two million dollars (\$2,000,000) for each occurrence and ~~( \$ )~~ two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~( \$ )~~ one million dollars (\$1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 To the extent required by law, Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~( \$ )~~ each accident, ~~( \$ )~~ each employee, and ~~( \$ )~~ one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~( \$ )~~ per claim and ~~( \$ )~~ in the aggregate, as set forth below.

The Architect will maintain during the six (6) years after Substantial Completion professional errors and omissions insurance in an amount no less than \$5,000,000 per claim and \$5,000,000 aggregate (deductible of up to \$75,000 permitted) for damages that may result in any way from the Architect's professional negligence. The Architect shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The Architect shall contractually require its consultants of any tier to maintain professional errors and omissions insurance in an amount of at least \$1,000,000, unless otherwise agreed by the Owner. If professional errors and omissions insurance is

not reasonably available for a class of consultants, or not reasonably available in the future to the Architect, the Architect must so notify the Owner immediately.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured and its commissioners, directors and employees as insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Such certificates of insurance shall have additional endorsements attached (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies shall not expire, be cancelled or be materially changed by either party without giving the Owner thirty (30) days' prior notice of such expiration, cancellation or change. The foregoing requirements as to insurance and acceptability to the Owner of insurers shall not in any manner limit or qualify the liabilities or obligations assumed by the Architect under this Agreement.

**§ 2.5.8** ~~The~~ All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** ~~The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services, as otherwise stated in this Agreement and the Capital Facility Plan as it relates to this Project, and including those provided by the consultants identified in Section 1.1.12.1, and include usual and customary structural, civil, landscape, mechanical, electrical, and the other engineering services that, subject to the Standard of Care, are necessary to produce a reasonably complete and accurate set of Construction Documents. Services not set forth in this Article 3 are Supplemental or Additional Services, or otherwise in this Agreement are Supplemental or Additional Services. Only Additional or Supplemental Services that are not already required by this Agreement shall entitle the Architect to an increase in its Fee. The Architect shall provide to the Owner the submittals required by this Agreement. The Architect's submittals shall include both hard copy documents and electronic .PDF files (to be provided on USB flash drive) and shall be provided in the quantities identified by the Owner. .PDF files shall include bookmarks for each design discipline and sheet.~~

**§ 3.1.1** The Architect shall manage the Architect's services, and the services of the Architect's consultants, and administer the Project to the extent specified in this Agreement. The Architect shall consult with the Owner, research applicable design criteria, attend and prepare minutes for public and private community, utility, authorities having jurisdiction, pre-construction, bidding, and construction progress Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall promptly provide the Owner with field reports in a mutually agreed format for all site visits and review and comment on meetings with the Contractor, Subcontractors of any tier, suppliers, governmental authorities having jurisdiction or the Owner's consultants. The Architect shall also provide (as it relates to the Architect's Services and not for the Contractor's services) an organization chart, management plan for the Project, an account of its quality control procedures, and a monthly status report and schedule in a format approved by the Owner. During construction, the Architect will maintain and provide construction logs for submittal reviews, Requests for Information, Architect's Supplemental Instructions, Requests for Proposal, and Construction Change Directives, on a weekly basis. During construction, the Architect will review the Contractor's and Subcontractors' as-built mark-up drawings on a monthly basis in sequence with the Architect's and Owner's monthly review of payment applications. Such review and approval of the Contractor's as-builts does not make the Architect responsible for ensuring that the Contractor's as-builts are accurate or complete.

**§ 3.1.2** The Architect shall coordinate its services with those services provided its consultants, by the Owner and the Owner's consultants. The Owner will cause its consultants to cooperate in this effort. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The Architect's initial schedule shall be consistent with the milestones identified in Section 1.1.4 and may be adjusted in writing by mutual consent of the parties as the Project proceeds. The schedule initially shall include anticipated dates for the commencement of construction-construction, for milestones, for costs estimates and design services, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include milestone dates for required progress printing, utility coordination meetings, and milestone dates for required utility and AHJ submittals. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall, subject to the Standard of Care, review and comply with currently existing laws, codes, and regulations applicable to the Architect's services, including without limitation the Americans with Disabilities Act ("ADA"). The Architect shall contractually require that the services of all the Architect's consultants also comply, subject to the Standard of Care, with currently existing laws, codes, regulations and governmental authorities. The Architect shall promptly notify the Owner of the nature and impact of any conflict between laws, codes, and regulations applicable to their services and with the requirements of various governmental entities having jurisdiction over the Project, and the Owner will cooperate with the Architect in an effort to resolve the conflict. The Architect shall at appropriate times and consistent with the schedule approved by the Owner contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5.1 The Architect's Basic Services include coordinating and attending regular meetings with the Owner's staff and consultants to gather information and ideas from appropriate stakeholders. Initial meetings should occur in the earliest stages of design. The ideas and suggestions generated in these meetings will be considered and, if accepted by the Owner, implemented by the Architect in the design. The Architect will include an appropriate staff member of the Owner in all stakeholder meetings. The Architect will also inform the Owner of all communications between the Architect (including its consultants) and stakeholders, and will present all design drawings, sketches, product information, and specifications to the Owner for review and comment prior to any presentation to stakeholders.

§ 3.1.6 The Architect shall, in a timely manner to not delay the orderly progress of the Project, prepare and file appropriate Instruments of Service and shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, jurisdiction over the Project and in obtaining such required approvals. The Architect and its consultants as appropriate shall coordinate and attend meetings with governmental bodies and utility providers. The Architect shall provide separate packages of documents for local, state and other applicable permit applications as necessary, shall coordinate and attend meetings with governmental bodies, and shall make application for and coordinate all necessary all necessary master use, zoning, land use, right-of-way, building permits, and utility applications. As part of Basic Services, the Architect shall make all revisions to the Construction Documents required by state, local and other applicable reviews by authorities with jurisdiction over the Project as required to comply with their interpretations of applicable codes and laws in effect as of the date of permit application. The Owner shall fully cooperate in all of these endeavors.

§ 3.1.7 The Architect shall, at no cost to the Owner, promptly and satisfactorily correct any services which are defective or not in conformity with the requirements of this Agreement unless the Owner directs the Architect to not perform corrective action. If the Architect fails to make such correction within a reasonable time of written notice from the Owner, the Owner may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) the cost from the Architect. The obligations of the Architect to correct defective or nonconforming services shall not in any way limit any other obligations of the Architect. The Owner's right to make corrections and charge the Architect therefore is in addition to any and all other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming services. Nothing in this paragraph

constitutes a waiver of Architect's right to dispute any assertion that its services are defective or not in conformity with the requirements of this Agreement. In the event Architect disputes such an assertion, the dispute shall be resolved as provided in Article 8 of this Agreement.

§ 3.1.8 Any subcontracting of the services shall not relieve the Architect from its responsibility for the performance of the services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under this Agreement.

§ 3.1.9 The Architect shall be and operate as an independent contractor in the performance of the Services and shall be responsible for its own personnel, the Services it provides, and the services provided by its consultants. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between or among the parties to this Agreement or their affiliates or subsidiaries. The Architect shall perform the services in accordance with its own methods in an orderly and professional manner. In no event shall the Architect be authorized to act on behalf of the Owner to: create any duties or obligations, enter into any agreements or undertakings, waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction, execute any Certificate for Payment, Change Order or other document; initiate any direction (such as an RFI response or ASI) that results in a change in the Contract Sum or Time; authorize any payments or accept or approve any documents, Work, services, goods or materials which result in a change in the construction Contract Sum or Contract Time, or act as or be an agent or employee of the Owner.

§ 3.1.10 The Architect shall enforce strict discipline and good order among the Architect's employees, consultants, and other persons carrying out the Agreement, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel on the Owner's property. The Architect shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Architect shall ensure that all persons performing the Services under this Agreement comply with the Owner's tobacco-free use policy and will not and do not engage in inappropriate conduct or inappropriate contact with staff.

§ 3.1.11 Any employees of the Architect and its consultants of any tier performing Services on the Owner's property on the site shall be free from drug and alcohol impairments. If the Owner reasonably believes that a person may be under the influence of any such drugs or alcohol, the Owner may require that testing take place immediately and failure to do so may be grounds for the immediate termination of the offending consultant/Architect.

§ 3.1.12 The Architect shall submit design and review documents to the Owner as described in this Agreement as well as at intervals appropriate to the design process for purposes of evaluation, review, and approval by the Owner. Upon request of the Owner, the Architect shall make presentations as described in this Agreement to explain the design of the Project to representatives of the Owner. The Architect shall be entitled to rely on written approvals received from the Owner in the further development of the design. However, the Owner's approval of design documents shall in no way be construed as a waiver of any rights or requirements as set forth in this Agreement.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the ~~Owner~~, Owner and otherwise known to the Architect, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in a timely manner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the ~~Owner~~ Owner, which the Architect shall confirm in writing, regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a ~~Supplemental~~ an Additional Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.5.3 The Schematic Design Documents shall include:

- .1 Studies of the site plan; floor plans and elevations (including floor-to-floor dimensions), which shall be sufficient to indicate site topography, plan arrangements (including all rooms and areas, entrances, exits, elevators, corridors, toilet rooms, and major mechanical and electrical areas) and the general scope and character of the Project.
- .2 A summary of total net and gross areas of the building.
- .3 Schematic plans and studies and design analyses of the mechanical, electrical, civil, landscape and structural systems, including all design disciplines.
- .4 An analysis of surface water, parking, setbacks, street improvements and access, and other zoning and land use issues.
- .5 An identification of utility locations based upon site surveys and other known information; and
- .6 A description of possible alternates.

§ 3.2.5.4 During this phase, the Architect will meet with applicable building and planning officials, the Fire Marshal, health officials, gas, power, water and sewer providers, and potential staff and neighborhood community groups, and the consultants of any of them, as required.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall meet with the Owner to review the Architect's estimate of the Cost of the Work based on the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Documents shall include:

- .1 A proposed time schedule for the Project through Final Completion;
- .2 Confirmation of the net and gross areas of the building;
- .3 An outline specifications in C.S.I. format:
  - (1) Architectural—revised and expanded general description of the construction, including interior finishes, types and locations of acoustical treatment, typical and special floor coverings,

- (2) Mechanical—description of the heating and ventilation systems and controls, duct and piping systems,
- (3) Electrical—description of electrical services, including voltage, type and number of feeders, and lighting system and levels;
- (4) Civil—earthwork and utility connections; and
- (5) Landscape—planting plan, irrigation, play fields/areas, and equipment;
- .4 Architectural Drawings:**
  - (1) floor plans, including space assignment, sizes, and location of installed or fixed and moveable equipment that affects the design of the spaces,
  - (2) elevations, including exterior design elements and features, such as windows, materials, and mechanical and electrical features on walls and roofs, and interior elevations establishing the Owner’s functional requirements, equipment and systems locations, and
  - (3) building and wall sections, including floor-to-floor dimensions, materials, openings and major features;
- .5 Structural Drawings:**
  - (1) plans and sections to show the extent and type of foundations and framing, and
  - (2) details and notes to show the structure’s conformance to the provisions of applicable codes;
- .6 Mechanical Drawings:**
  - (1) plans showing single-line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds, and space assignment, sizes, and outline of central heating, cooling, and ventilation requirements, and
  - (2) section through critical areas and corridors, showing coordination of architectural, structural, mechanical and electrical elements;
- .7 Electrical Drawings:**
  - (1) plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switch gear and generator sets;
  - (2) typical lighting layout coordinated with the established ceiling system; and
  - (3) layout for power, low-voltage, data, security, telecommunications, and fire alarm systems.
- .8 Civil Drawings:**
  - (1) site plan;
  - (2) grading plan; and
  - (3) utility plan;
- .9 Landscape Drawings:**
  - (1) site landscaping plan;
  - (2) planting plan; and
  - (3) irrigation plans.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval. Before the Architect proceeds with the Construction Documents phase, the Architect shall present its design to the Owner, and the Owner must approve in writing completion of the Design Development Phase.

§ 3.3.4 During this phase, the Architect will meet with the Owner’s maintenance staff, applicable building and planning officials, electricity, natural gas, water, and sewer providers, the Fire Marshal, health officials, and its consultants as required. The Architect will also meet with the Owner at least weekly or as required to facilitate the completion of the design. The agenda of these meetings will be determined by the Architect as appropriate to the stage of design and will include topics of specific interest or concern, such as budget, schedule and permits.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the coordinated design requirements for construction of the Project, the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall incorporate the Owner’s consultants’ documents into the Construction Documents as a part of Basic

Services. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3-6.4.3.6.4 and this Agreement.

- .1 The Construction Documents in a 95% complete condition shall be provided to the Owner at least fifteen (15) days prior to the first planned bidding advertisement date. The Owner will provide its comments within ten (10) days of receipt.
- .2 The Owner will provide the Architect with a draft of the proposed "front-end documents" for comment; the Owner will provide the Contract for Construction and Instructions to Bidders.
- .3 The Construction Documents shall, consistent with the standard of care, comply with applicable federal, state and local laws and regulations and shall set forth sufficient information to provide proper guidance for all Divisions of the Work.
- .4 At a minimum, all architectural and consultants plans, with their respective structural, civil, landscape, utility, mechanical, and electrical components, shall be provided to the Owner in an electronic medium that is compatible and usable by the Owner. In addition, all schedules and schematic diagrams should also be included.

§ 3.4.2 During this Phase, the Architect will respond to comments from the building and planning officials and meet with the Owner and its consultants. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of prepare the (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; and shall assist the Owner in the development and preparation of (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall endeavor to ensure that the portions of the specification that it provides do not conflict with the Agreement, Instructions to Bidders, and General and Supplemental Conditions provided by the District.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. This adjusted estimate shall include a base cost that is intended not to exceed the budget and shall also include an itemization of Owner-approved alternate bids proposed and the estimated cost increase or deduction for each.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ contractors and in attracting, promoting, educating potential bidders, and obtaining competitive bids. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) ~~confirming responsiveness of bids or proposals;~~ (3) ~~determining the successful bid or proposal;~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction. The Architect shall assist the Owner in bid validation and determination of the successful bid, if any. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.**

**§ 3.5.2.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:**

- .1 facilitating the distribution or on-line communication of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders whether written or asked during the pre-bid meeting in the form of addenda; and,

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

The Owner shall, at its option, pay directly for the cost of reproduction or shall reimburse the Architect for such expenses procuring the reproduction of Bidding Documents for distribution to prospective bidders. Further, if requested by the Owner, the Architect shall distribute, or assist in the distribution of, the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The reproduction company shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders. The Architect shall assist in preparing the required advertisements for bids and shall provide necessary bidding documents for issuance to potential bidders. The reproduction company shall maintain a list of plan holders and regularly inform the Owner of their identities. The Architect shall prepare and issue necessary addenda, attend training sessions, the pre-bid conference and bid opening, tabulate the bids and generally assist in evaluating the bids. The Architect shall provide the Owner with a Bid Tabulation form with dollar figures for each line item filled in consistent with the Architect's estimate at least two days prior to the Bid Opening.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, shall submit substitutions for the Owner's consideration, and if the Owner approves the substitution in writing, shall prepare and distribute addenda identifying approved substitutions to the reproduction company or to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.2.4 The Architect shall in a timely manner prepare responses to questions from prospective bidders and provide written clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda. The Architect shall consult with the Owner prior to issuing any addenda. The Architect shall not approve substitution requests during bidding or after contract award unless written permission from the Owner is obtained. The Architect must make a written recommendation to the Owner for all Substitution Requests that they would like approved. The recommendation must include the perceived benefit to the Owner.

§ 3.5.2.5 If requested by the Owner and at the Owner's direction, the Architect shall: (1) participate in or organize and conduct the opening of the bids; (2) document and distribute the bidding results; and (3) participate in a pre-award conference with the Contractor.

§ 3.5.2.6 The Architect shall assist the Owner in undertaking a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

- .1 The ability, capacity, and skill of the bidders to perform the contract;
- .2 The character, integrity, reputation, judgment, experience, and efficiency of the bidders;
- .3 Whether the bidders can perform the contract within the time specified;
- .4 The quality of performance of previous contracts;
- .5 The previous and existing compliance by the bidders with laws relating to the contract;
- .6 Such other information as may be secured having a bearing on the decision to award the contract; and
- .7 Any other responsibility requirements listed in the bidding documents or Instructions to Bidders.

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The Architect shall report its findings to the Owner, which will release defend, indemnify, and hold the Architect harmless from any claim by a disappointed bidder arising out of these findings. The Architect does not warrant or guarantee the bidder's ability, performance or financial solvency.

§ 3.5.2.7 Following the bid opening, as a part of Basic Services, the Architect shall issue a Conformed Set of Contract Documents, consisting of the Bidding Documents with all Addenda items inserted. The Owner shall, at its option, pay directly for the cost of reproduction or reimburse the Architect for such expenses. The Architect shall, as part of its Basic Services, provide the Owner with a digital copy of the Conformed Documents, consisting of .PDF files, Drawings and Project Manual, indexed by Specification section, Drawing sheet and title. The Drawing file shall include bookmarks for each discipline and for each sheet. The Auto CAD files shall be named to correspond to sheet name and number. The Project Manual file shall include bookmarks for each Division and Section.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below in this Agreement and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, Construction, as modified by the Owner. The Owner will modify AIA Document A201-2017, but those modifications shall not affect the Architect's duties, liabilities, or services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall be a representative, but not an agent, of and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Notice by third parties to the Architect shall not be deemed notice to the Owner. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment upon the Owner's Final Acceptance of the Project. Final Acceptance occurs when the Owner formally accepts the Project.

#### **§ 3.6.2 Evaluations of the Work**

§ 3.6.2.1 The Architect shall visit the site and issue reports, and not less than on average once per week for the weekly Construction Progress Meeting, while the Work is in progress, and at intervals appropriate to the stage of construction, or as otherwise required in this Agreement and Section 4.2.3, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, and for the Owner's benefit and protection, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not in accordance with the Contract Documents and the Contractor's construction schedule. The Architect shall contractually require its consultants to visit the site while their portion of the Work is underway, as often as appropriate to the stage of construction related to their services or as otherwise agreed by the Owner and Architect in writing to observe the Work; to become familiar with the progress and quality of the Work; and to determine for the Owner's benefit and protection if the Work is proceeding in general accordance with the requirements established in the Contract Documents and with the construction schedule. However, neither the Architect nor its consultants shall be required to make exhaustive or continuous on-site observations or any inspections to check the quality or quantity of the Work. Work, unless as mutually agreed by Architect and Owner. On the basis of the site visits, the Architect shall document and keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and Work, shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall promptly report to the

Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** ~~The Architect has the authority to reject Work~~ shall consult with the Owner about whether to reject any Work coming to the attention of the Architect that does not conform to the Contract Documents. The Architect shall communicate the Owner's decision regarding rejection of Work to the Contractor. Whenever the Architect considers it necessary or advisable, the Architect ~~shall have the authority to require~~ will recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. ~~However, neither this authority~~ The Architect's monitoring of such additional testing or inspection would be provided as an Additional Service if required or requested. However, neither ~~recommendations of the Architect nor a decision made in good faith either to exercise~~ make or not to exercise such authority ~~make such recommendations~~ shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and initially decide matters concerning performance under, and requirements of, the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect (or its applicable consultants) shall take the lead role with code agencies in resolving questions, interpretations and conflicts.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the ~~Contract Documents~~ Drawings and Specifications and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~ compliance with the Standard of Care.

**§ 3.6.2.5** ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor~~ Upon the Owner's written request, the Architect shall provide advice within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the physical execution of the Work or the interpretation of the Drawings or Specifications. Such interpretations shall not be attributable to the Owner and shall be subject to dispute resolution as provided in the Contract Documents. Such advice and interpretations shall be paid as an Additional Service unless such claims, disputes or other matters in question were the result of errors or omissions in the Architect's design documents.

**§ 3.6.2.6** The Architect and Owner shall schedule and attend, and the Contractor shall run, Project status meetings. The Architect shall secure the attendance of its consultants at these meetings when such attendance may be required to facilitate advancement of the Project. The Architect shall submit to the Owner within two working days of the relevant event copies of all field reports.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall promptly issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and of the Contractor's construction schedule, schedule of values, updates, monthly review of as-builts, and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations or inspections to check the quality or quantity of the Work, (2) reviewed

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construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a written record of the Applications and Certificates for Payment for Payment for the Owner's benefit.

**§ 3.6.3.4** The Architect shall issue a final certificate for payment representing to the Owner to the best of the Architect's knowledge and belief the Work is completed and in compliance with the requirements of the construction contract documents.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule, verify its completeness, require any changes to that schedule that it determines to be appropriate, and shall not unreasonably delay or withhold approval of action upon the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall ~~review and approve, or take other~~ diligently review, attempting to identify inconsistencies or discrepancies between submittals and the requirements of the Contract Documents, and take appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall prepare a log of all required submittals and shall provide an update of the log at each weekly construction meeting. The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the Owner. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not approve substitution requests during bidding or after contract award unless written permission from the Owner is obtained.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, As part of Basic Services, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the Documents with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Contract Documents shall set forth the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall not change the Contract Documents, the Contract Sum, or Contract Time through an RFI response, but only through a Change Order or Construction Change Directive signed by the Owner, or a supplemental instruction approved by Owner. The Architect shall endeavor to issue a complete written response to

each Request for Information from the Contractor (along with necessary drawings, specifications, and other documents) with the promptness necessary to avoid unnecessary delay and cost. The Architect's response to the Contractor, when applicable, shall include the Owner's concurrence when provided by the Owner in writing. If deemed necessary and/or appropriate by the Owner or Architect, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. The Architect shall maintain written records and logs relative to requests for information for the Owner's benefit. The Architect shall submit weekly logs to the Owner categorizing all requests for information and the Architect's responses.

§ 3.6.4.5 The Architect shall review the schedule of submittals furnished by the Contractor, verify its completeness, and require any changes to that schedule that it determines to be appropriate, maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Copies of submittal logs shall be provided to the Owner regularly.

### **§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, Article 4, the Architect shall prepare Proposal Requests, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted, or modified. Basic Services shall include providing recommendations concerning proposed Change Orders or Construction Change Directives, and all aspects of the preparation and processing of Change Orders and Construction Change Directives to the extent resulting from errors, omissions or deficiencies in the Contract Documents prepared by the Architect.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work-written records and logs relative to changes in the Work for the Owner's benefit. These shall include records relating to approved changes requested by the Contractor. The Architect shall submit weekly logs to the Owner categorizing all Proposal Requests, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

§ 3.6.5.3 The Architect shall review and, through the Owner, promptly respond to requests for changes in the Work, including Contractor requested adjustments to the Contract Sum or Contract Time. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work pursuant to Section 3.6.5.1 or recommend to the Owner that the requested change be denied. If the Architect determines that implementation of the requested changes would result in a material change to the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation by the Architect of such change and of the Contractor's representation regarding changes in Contract Time and Contract Sum. Further investigation by the Architect shall be provided as an Additional Service pursuant to Section 4.2.2.3. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall review the Contractor's estimate and recommend to the Owner the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's review and confirmation, and execution or negotiation with the Contractor.

§ 3.6.5.4 All approved modifications (Change Orders, Construction Change Directives, Supplemental Instructions) as well as drawings issued in response to RFI, provided by the Architect during the course of construction shall be incorporated into the Architect's record drawings as provided Section 3.6.6.3.1.

### **§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect and its consultants shall:

- .1 conduct inspections to determine reviews regarding the date or dates of Substantial Completion and the date of final completion;Final Completion;
- .2 issue Certificates of Substantial Completion;Completion with the Owner's consent;

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- .3 forward to the Owner, for the Owner's review and records, written warranties and related close-out documents required by the Contract Documents and received from the ~~Contractor~~; Contractor (reviewed for completeness against the requirements of the Contract Documents by the Architect); and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's ~~inspections~~ reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall report known deviations or inaccuracies of the Contractor's list, but shall not be responsible for Contractor's failure to provide an accurate list or complete the work in accordance with the Contract Documents.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion the Architect, in conjunction with applicable consultants, shall augment the Contractor's "punch list" of observed items requiring correction, completion or replacement by the Contractor.

**§ 3.6.6.3.1** As part of Basic Services, the Architect shall specify that the Contractor provide at Final Completion one complete set of all Shop Drawings, related product data, and other submittals, bound and organized according to the relevant Specification. As part of Basic Services, the Architect shall review the Contractor's as-built drawings to determine whether they include the locations of water, sewer, telephone, electric, gas, and any other utility lines. Based on the Contractor's as-built plans and specifications, and as an Additional Services, the Architect shall prepare and provide the Owner with the following Record Documents. Record Documents shall include all significant changes made during the construction process and known to the Architect or its consultants (including without limitation supplemental drawings such as RFI responses, ASIs, and CCDs), including changes to electrical service panel schedules.

- .1 One electronic copy of the complete Record Drawings in .PDF format with bookmarks for each Section (discipline) and Sheet.
- .2 Three full-sized, edge bound, hard copies of the complete Record Drawings.
- .3 One electronic copy of the complete Record Project Manual in a single .PDF file, with bookmarks for each Division and Section.
- .4 The Contractor's field set (as received from the Contractor) showing notations and edits made during construction.

The Record Drawings shall include all Contract drawings, including without limitation all floor plans, doors and finish schedules, reflected ceiling plans, mechanical/ electrical/ structural plans, site plans, and all drawings modified by ASIs, RFIs, COPs, CCDs, and Change Orders.

**§ 3.6.6.4** The Owner shall have the primary responsibility to procure the documents listed in this Section; however, to the extent received by the Architect, the Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, ~~conduct a meeting~~ visit the site as reasonably requested by the Owner, participate in a meeting or meetings with the Owner to review the facility operations ~~and performance~~ and performance, to review correction-period items, and to make appropriate recommendations to the Owner. At the beginning of the final month of the one-year correction period, the Architect shall review the Project and report in writing any discrepancies observed. This review does not require an inspection or any testing. The Architect shall cooperate with the Owner to actively pursue and resolve issues regarding discrepancies or defects in the Work.

**§ 3.6.6.6** As a part of the Architect's Basic Services, the Architect and its consultants, in particular its mechanical and electrical consultants, shall actively participate in commissioning and be a part of the commissioning team. The

Architect and its consultants shall provide information and assistance to the Owner and the Owner's commissioning agent as needed for the commissioning process, consult and cooperate with the Owner's commissioning agent, including attendance at all Commissioning meetings by the Architect and Mechanical and Electrical Engineers. The Contractor will be responsible to coordinate the commissioning of all designated systems. Commissioning shall demonstrate that each designated system operates as designed and specified. The Contractor will also be responsible to prepare for Owner approval a checklist of operations and tests to illustrate that each designated system is operational and to measure the performance of such systems. In addition to these Basic Services, the Architect's Mechanical Engineer shall, as part of Basic Services, attend commissioning meetings, track the commissioning agent's log of the commissioning, coordinate the comparison of performance with specification, and assist the commissioning agent in training Owner representatives.

§ 3.6.6.7 The Architect shall further receive and forward to the Owner for the Owner's review and use, all written warranties, O&M manuals, and related documents required by the Contract Documents and assembled by the Contractor. The Architect shall assist in supplying information, advice and communication with respect to the warranty or correction periods of the Contract for Construction. The Architect and the Owner shall cooperate in reviewing and securing the correction of defective work.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below below, unless listed as the Architect's responsibility, are not included in the Basic Services or Additional Services Fee but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and Services listed below designated as the Architect's responsibility or which require the Architect's cooperation are included within the Architect's Fee. If the Responsibility column lists "Owner" or "N/A," and if the Architect is required by the Owner to perform the Service, then it becomes a Supplemental Service entitling the Architect to an additional Fee. The Architect shall provide Supplemental Services only if specifically requested in writing by the Owner, in which case the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. This list is not intended to change duties specified in other provisions of this Agreement.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Previously Provided by Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Previously Provided by Architect</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>
§ 4.1.1.4 Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5 Site evaluation and planning	<u>Previously Provided by Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>N/A</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13 On-site project representation	<u>Owner; Architect to the extent described herein</u>

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.14 Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15 As-designed record drawings	<u>N/A</u>
§ 4.1.1.16 As-constructed record drawings	<u>Contractor</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security Systems evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25 Fast-track design services	<u>N/A</u>
§ 4.1.1.26 Multiple bid packages	<u>N/A</u>
§ 4.1.1.27 Historic preservation	<u>N/A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect, if requested, as an Additional Service</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>As provided in this Agreement</u>
§ 4.1.1.30 Other Supplemental Services	<u>As provided in this Agreement</u>

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

As described in this Agreement and Exhibits.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A.

§ 4.1.3 ~~If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. [Not used.]~~

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services beyond those listed as the Architect's responsibility in this Agreement after execution of this Agreement without invalidating ~~the Agreement.~~ the Agreement, if mutually agreed in writing by the Owner and Architect. The Architect shall not move forward in rendering such Additional Services without the written permission of the Owner. In the absence of mutual agreement in writing, but subject to Section 4.2.2 below, the Architect shall promptly notify the Owner prior to providing any services requiring an adjustment in the Architect's compensation and shall specify the proposed adjustment. Failure to provide such timely written notice shall be a waiver of any compensation for Additional Services. If requested by the Owner in writing, the Architect shall proceed

with Additional Services even if the parties have not yet agreed to the change in compensation; and in the absence of agreement, compensation shall be on a time and materials basis at Architect's or its consultants' hourly rates as provided in Exhibit A. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide, and the Owner shall have no obligation to compensate the Architect for, those services. Except for services required due to the ~~fault~~ fault, negligence, wrongdoing, or responsibility of the Architect, any Additional Services provided in accordance with this Agreement and Section 4.2 beyond those already listed as the Architect's responsibility in this Agreement shall entitle the Architect to a reasonable adjustment in compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional ~~Services~~, Services not caused by the fault or negligence of the Architect, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written ~~authorization~~; authorization; items that are deleted are not Additional Services but are included as a part of Basic Services:

- .1 Services necessitated by a substantial change in the Initial Information, a material change to previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the unexpected enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by unexpected official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- .6 Preparation of design and documentation for alternate bid or proposal ~~requests proposed by the Owner;~~ requests, except for any alternates required elsewhere by this Agreement;
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~ hearing other than presentations, meetings or hearings with the City, County, or the Owner;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction;~~ or;
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect-construction.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. These Additional Services will be performed at no cost to the Owner to the extent caused by the fault or negligence of the Architect. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's ~~notice~~; notice only if the Owner had previously approved of the Additional Services in writing. Items that are deleted are not Additional Services but are included as a part of Basic Services.

- .1 ~~Reviewing a Contractor's submittal~~; Repeatedly reviewing and responding to a Contractor's submittals that are out of sequence from the submittal schedule approved by the Architect;
- .2 ~~Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~ Architect, as well as uncoordinated or incomplete submittals, submittals that were not reviewed or approved by Contractor, or submittals which do not bear the Contractor's submittal stamp, but only to

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the extent the Architect demonstrates an actual and material increase in the service it must provide as a result:

- .2 ;
- .3 Preparing Change Orders and Construction Change Directives that require detailed and extraordinary evaluation of Contractor's proposals and supporting data, or the detailed and extraordinary preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 ~~Evaluating substitutions proposed by the Owner or Contractor and making~~ Making subsequent revisions to Instruments of Service resulting ~~therefrom~~ from substitution proposals that are approved by the Owner.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~(Two)~~ Two reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(Weekly)~~ Weekly visits to the site by the Architect during construction
- .3 ~~(Two)~~ Two inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(One)~~ One inspections for any portion of the Work to determine final completion.
- .5 As reasonably required and consistent with the Standard of Care, visits to the site by the Architect's mechanical, electrical, structural, and civil engineers over the duration of the Project during construction in accordance with Section 3.6.2.1 and as agreed by the Owner and Architect.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60-90~~ days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is ~~earlier, earlier~~ or issuance of the punch list, whichever is the later, and which services are not within the original scope of services, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(thirty-six (36))~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including ~~a written program, the Capital Facilities Plan,~~ which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in ~~Section 6.1; Article 6;~~ (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner ~~shall~~ may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly and materially increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. Any increase to the budget to respond to anticipated market conditions shall neither constitute Additional Services nor entitle the Architect to additional compensation, nor shall there be Additional Services because an accepted bid exceeds the budget. For the purposes of this Section, a "significant" increase or decrease shall be an Owner-directed adjustment or cumulative adjustments to the budget exceeding 5% of the budget identified in this Agreement, the purpose of which was to increased design requirements and not to simply account for increased costs of construction.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. ~~The~~ When provided to the Owner in a timely manner, the Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall provide submittals to the Owner in a timely manner.

§ 5.4 The ~~Owner~~ Architect as an Additional Service shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall review the information provided by the Owner and timely advise the Owner of any additional information or data that is germane to the Project and necessary from the Owner. The Architect's design shall not require the Owner to obtain any easements without the Owner's prior written consent.

§ 5.5 The ~~Owner~~ Architect as an Additional Service shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect will utilize this information in the Construction Documents. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the Owner's geotechnical engineers, as well as the computations performed by the geotechnical engineer in connection with such documents and services, and shall not be required to review or verify those computations. The Architect and Architect's consultants will copy the Owner's Project Manager on any correspondence with the Owner's Geotechnical Engineer.

§ 5.6 The Owner shall provide ~~the any~~ Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Architect and its consultants shall also coordinate with any consultants separately engaged by the Owner. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants, and upon the Owner's request, the Architect shall furnish copies of the scope of services in the contracts between the Architect and the Architect's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of ~~the Project. The Owner shall the Project and the Owner agrees.~~ The Owner may require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 ~~The Unless otherwise provided in this Agreement, the~~ Owner shall furnish tests, inspections and reports during design and construction as required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous ~~materials-materials and soils compaction, as listed in Section 1.1.10.~~ The Architect's review of such tests, inspections and reports shall be included as a part of the Architect's compensation for Basic Services unless otherwise defined in this Agreement. Results of these tests are the property of the Owner.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not required to furnish these services for the Architect's benefit.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Owner's failure to so notify shall not relieve the Architect of its responsibilities under this Agreement, and the Owner shall have no duty of observation, inspection or investigation.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall responsibilities concerning the cost, time, sequence, scope, or requirements of the Project.~~ The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect with a copy of its proposed modified AIA Document A201, General Conditions for the Contract for Construction. Before executing the Contract for Construction, ~~the Owner shall coordinate the Architect may review the proposed form of Contract and provide comments to the Owner for the purpose of coordinating~~ the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Architect shall provide administration of the Contract between the Owner and Contractor as set forth herein and in AIA Document A201, General Conditions of the Contract for Construction, as revised by the Owner. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 ~~Within 15 days a reasonable period of time~~ after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work shall include the cost projected to the time of bid opening of labor and materials to be provided by the Contractor under the Contract for Construction. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work related to design. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; equipment furnished by the Owner through separate contracts, the costs of the land, rights-of-way, sales tax, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5.~~ Information and defined below, and may be adjusted throughout the Project. When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. This estimate shall represent the Architect's judgment as a design professional familiar with the construction industry and should be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, and no less frequently than as provided in Section 1.1.4, the Architect and Contractor shall update and refine the preliminary estimate of the Cost of the Work and analyze changes in estimated costs to monitor changes in quantity, quality, prices and assumptions. The Architect and Contractor shall advise the Owner of any material adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, Covid-19, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a ~~Supplemental~~ an Additional Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide ~~bid or negotiated proposal, the Owner bid, the Owner, at its sole discretion,~~ shall

- .1 ~~give written approval of an increase in the budget for the Cost of the Work;~~
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 ~~terminate in accordance with Section 9.5; this Agreement;~~
- .4 in consultation with the Architect, revise the Project program, scope, ~~or quality as required and/or quality to the extent consistent with the requirements of the program and the Project to reduce the Cost of the Work; or,~~
- .5 implement any other mutually acceptable ~~alternative~~ alternative, including protective alternate bids proposed by the Architect for the Owner's consideration as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

The Architect's compensation shall only be increased under any of these five options to the extent described in Section 6.7 below, even if the Construction Cost increases.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications, materials, models, renderings, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and delivered to Owner pursuant to this Agreement are Instruments of Service. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Any information on computer media provided to the Owner and the Contractor is for informational purposes only. Upon request by the Owner, the Architect shall provide electronic copies, including CADD, Word, and similar files to the Owner for the Owner's and Contractor's use at no additional cost. If for any reason a conflict occurs between information on the computer media and the stamped, signed documents, the information on the signed, stamped documents shall govern.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** ~~The~~ Upon execution of this Agreement, and regardless of any termination except as specifically set forth below, the Architect grants to the Owner a nonexclusive license to use and reproduce, in any medium and without additional cost, the Architect's Instruments of Service solely and exclusively for purposes of constructing, completing, using, expanding, modernizing, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce at no additional cost applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services ~~or construction for the Project. If the Architect rightfully terminates or~~ constructing, completing, using, expanding, modernizing, maintaining, altering and adding to the Project or subsequent projects of the Owner on this site. ~~If the Architect is adjudged to have rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate-terminate until such time as the Owner pays all amounts adjudicated as due to the Architect.~~

**§ 7.3.1** In the event the Owner uses the Instruments of Service for other projects or for any purpose following a termination of this Agreement other than for cause under Section 9.4 without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Agreement and of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~law.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive incidental, indirect, punitive, special and consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. This waiver does not, however, limit a party's ability to recover from the other party damages asserted by a third-party.

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§ 8.1.4.1 The Architect hereby agrees to indemnify and hold harmless the Owner, its successors and assigns, and the commissioners, directors, employees and agents of each of the foregoing ("Indemnified Parties"), from and against losses, harm, costs, liabilities, damages and expenses arising out of or resulting from claims of third parties to the extent arising out of any willful malfeasance, bad faith, negligence, or reckless disregard of: (i) the performance of the services by, (ii) the obligations of, or (iii) the acts or omissions of, the Architect or any of its consultants of any tier, their respective successors and assigns, the commissioners, directors, officers, and employees of each of the foregoing, or anyone acting on the Architect's behalf in connection with this Agreement or its performance. This indemnification includes but is not limited to reasonable attorneys' fees incurred on such claims. The Owner is entitled to attorneys' fees incurred in proving the right to indemnification upon tender of such a claim and opportunity of the Architect to respond to such claim.

§ 8.1.4.2 The Architect shall not, however, be required to so indemnify or hold harmless any of the Indemnified Parties against liability for damages caused by or resulting from the sole negligence of any one or more of the Indemnified Parties. If such damages are caused by or result from the concurrent negligence of any one or more of the Indemnified Parties and of the Architect or its agents, consultants or employees, then the Architect's indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the Architect or its agents, consultants or employees.

§ 8.1.4.3 This Section 8.1.4 has been mutually drafted by the parties. In the event of any ambiguity in its interpretation, this Section 8.1.4 shall be construed without regard to the drafter.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ("Dispute") shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended disputes and as a condition precedent to the institution of binding dispute resolution by either party. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Architect. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The parties will cooperate in good faith and attempt to resolve any Dispute that arises prior to mediation.

§ 8.2.2 The Owner and Architect shall A Principal of the Architect and the Owner's Fire Chief or designee shall meet informally and attempt to resolve any claims, disputes, or other matters in question prior to initiating the mediation process. If unsuccessful, the Owner and Architect shall then endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, otherwise or cannot themselves agree to the selection of a mediator within thirty days of the request for mediation, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, writing and delivered to the other party to this Agreement, and Agreement. If the parties are unable to select a mutually acceptable mediator within thirty days of the request for mediation, the request may be filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation-Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings-mediation if binding dispute resolution proceedings are initiated before the mediation A principal of the Architect and the Fire Chief or designee of the Owner, both having full authority to settle the Dispute (subject only to approval by the Owner's Commissioners), must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending Disputes or claims, may also attend the mediation session. Unless the Owner and the Architect mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which, for disputes that arise prior to completion of the Project, shall occur prior to Final Acceptance of the Project by the Owner. Neither party may bring any litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon upon or if the mediation involves the Contractor and that Contract requires a different location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

Litigation in Superior Court in Kitsap County, Washington

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 In the event of a claim, dispute, or other matter in question arises between the Owner and Architect, the Architect shall continue to perform the services required by this Agreement without interruption or delay provided that the Owner continues to pay all undisputed amounts owing to the Architect.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. [Not used.]

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. [Not used.]

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. [Not used.]

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. [Not used.]

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). [Not used.]

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. [Not used.]~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. [Not used.]~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects in accordance with this Agreement to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of such a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred ~~in~~ as a result of the interruption and resumption of the Architect's services ~~and only if the Owner suspends the Project for more than sixty consecutive days.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Owner acknowledges that Architect may reassign its staff after a thirty day suspension, and such reassignment shall not be a breach of this Agreement for cause for termination by Owner.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially or materially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, during which seven-day period the party responding to the notice shall have the right to cure the default. If, through any cause, either the Architect fails to fulfill in a timely and proper manner its material obligations under this Agreement; or the Architect materially violates any of the covenants, agreements or stipulations of this Agreement; or the Architect becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors; or the Architect's representative whose principal services are required in Section 1.1.11 departs from the Architect's firm (unless a suitable replacement, acceptable to the Owner, is provided), the Owner shall thereupon have the right (but not the obligation) to terminate this Agreement for cause by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven days after the notice. In the event of a termination by the Owner for cause:

- .1 The Architect shall be compensated for services satisfactorily performed prior to termination (that portion of the basic compensation for the terminated services satisfactorily performed prior to termination), together with Reimbursable Expenses then due, but in no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Owner shall not be liable for any consequential or incidental damages, including but not limited to loss of profits on other projects or of reputation incurred by the Architect as a result of such termination.
- .2 The Owner shall have the right (but not the obligation) to take over performance of the architectural services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished Instruments of Service, including without limitation documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the Architect shall, at the option of the Owner, become the Owner's property.
- .3 The Owner may withhold any payments to the Architect for the purpose of offset or setoff until such time as the amount of damages due the Owner from the Architect is determined.

§ 9.5 The Owner may terminate this Agreement or a portion thereof upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. In that event, the Owner shall be entitled to use and/or assign the rights to use all finished and unfinished Instruments of Service and other materials, and the Owner shall indemnify and hold harmless the Architect, its agents and employees from any claims arising from the Owner's subsequent use of such documents and other materials.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect solely for services satisfactorily performed prior to termination (that portion of the basic compensation for the terminated services satisfactorily performed prior to termination, termination), Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, agreements to the extent such costs are consistent with this Article 9. In no event shall this compensation exceed the percentage of total services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Architect shall not be entitled to any additional compensation, including without limitation profit and overhead, and the Owner shall not be liable for any consequential or incidental damages, including but not limited to loss of profits on other projects or of reputation incurred by the Architect as a result of such termination.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall ~~pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

.1 — Termination Fee:

.2 — Licensing Fee ~~if the Owner intends to continue using the Architect's Instruments of Service; neither be required to pay any licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service nor be required to pay to the Architect any termination fee, except any direct costs incurred by the Architect as a direct result of the termination for convenience.~~

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. [Not used.]~~

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article ~~7 and Section 9.7.7.~~

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the internal law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in the revised AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations~~ representations but the Owner must approve of the time and date for when any photographs are taken after occupancy. The Architect must provide the Owner with usable digital copies (without watermarks) of all photographs taken or used for promotional or professional materials. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall endeavor to provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section ~~10.8.1~~ 10.8.1, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent a party from establishing a claim or defense in an adjudicatory proceeding, in which cases the receiving party will disclose only to the extent necessary to comply with the law or alleviate the risk of significant harm. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by a public records request, law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect assures the Owner that it endeavors to comply with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336, and RCW 49.60.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 — Stipulated Sum  
(Insert amount)

.3 Other

*(Describe the method of compensation)*

.2 Percentage Basis Fee. Basic Compensation of the Architect shall be on a lump-sum basis for all Basic Services of the Architect and its Consultants as noted in Sections 1.1.11.1 and .2 for the Stipulated Sum of One Million Three Hundred Ninety-Six Thousand Nine Hundred Sixty-Seven Dollars (\$1,396,967.00). Reimbursable Expenses according to Section 11.8 are in addition to this amount.  
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The lump-sum amounts established above shall not be changed if the accepted bids exceed the Owner's budget. The Architect will not be entitled to additional compensation for costs incurred because of the fault or negligence of the Architect or its consultants. The Architect shall include with each invoice documentation as reasonably requested by the Owner supporting any additional compensation under this Article 11.

.3 Other Jurisdictional Approvals. Compensation for preparing and submitting applications and seeking approvals from Kitsap County shall be provided on a Time & Expense basis and are in addition to the lump-sum fee noted above.  
*(Describe the method of compensation)*

Change Orders. Compensation for additive Change Orders shall be negotiated as an Additional Service and as provided in this Agreement. The Architect will not, however, be entitled to additional compensation for change order costs incurred because of the negligent act or omission of the Architect or its Consultants.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

N/A; all services are included in the Fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Compensation for Additional Services that may arise during the course of the Project, including those under Section 4.2, shall be calculated according to Section 11.7 or on a mutually agreed-upon fixed fee. The Architect's entitlement to such additional compensation shall be subject to the provisions of this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( %), or as follows: 10%.  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services and shall total the following percentages of the total Basic Compensation payable in each phase, except that payment for Completion of Correction Period shall be made in one payment at the end of that Period. When compensation for Basic Services is based on a stipulated sum or a percentage basis, sum, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-Four</u>	percent (	<u>34</u>	%)
Procurement Phase	<u>Four</u>	percent (	<u>4</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)

Punch List / Close-Out Phase	One point Five	percent (	1.5	%)
Completion of Correction Period	Zero point Five	percent (	0.5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~ [Not used.]

§ 11.6.1 ~~When compensation is on a percentage basis and~~ If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those ~~portions.~~ portions, in accordance with the schedule set forth in Section 11.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services satisfactorily and properly performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted not more frequently than annually in accordance with the Architect's and Architect's consultants' normal review ~~practices.~~ practices and shall not exceed the rates charged to similar public clients. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A, Rice Fergus Miller 2022 Standard Billing Rates.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out of town travel and subsistence;~~ Pre-authorized out-of-town travel (greater than 200 miles) and subsistence; the Architect shall not be reimbursed for travel between its office and the Project site;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ Dedicated data and communication services, Project web sites, and Project extranets, if required at the Project site and with the Owner's approval;
- ~~.3 Permitting~~ Pre-authorized permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4 Printing, reproductions, plots, and standard form documents;~~ Printing and reproduction for all documents required for submittal to the Owner or requested by the Owner for its own use or use by the Owner's consultants (but not reproduction for office use of the Architect or its consultants), sets required by authorities having jurisdiction, and bidding documents for which the Owner does not directly pay;
- ~~.5 Postage, handling, and delivery;~~ Postage and delivery of reproductions that are reimbursable pursuant to Section 11.8.1.4;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance~~ and in writing by the Owner;
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ in writing by the Owner, and excluding renderings, models, and mockups prepared by the Architect's in-house staff during the course of design;
- ~~.9 All sales but not B & O or income or other taxes levied on professional services and on reimbursable expenses;~~

- .10 Site office ~~expenses; expenses when pre-approved by the Owner;~~
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related ~~expenditures-expenditures pre-approved in writing by the Owner.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred. The Architect must submit receipts for Reimbursable Expenses.

§ 11.9 Architect's Insurance. If the Owner requires the Architect to purchase and maintain insurance beyond the types and limits of coverage required in Section 2.5 and if those new requirements are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. [Not used.]~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid—( performed within each phase, and shall not exceed the percentages of the total Basic Compensation payable in each phase. Payments are due and payable thirty days from the date of receipt of the Architect's invoice in an acceptable form, provided that the Architect is entitled to payment as provided in this Agreement. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. below.~~

*(Insert rate of monthly or annual interest agreed upon.)*

~~%—Amounts unpaid shall bear interest at the Bank of America prime rate plus two percent per annum, unless RCW 39.76 requires interest at a higher rate.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding.~~ is liable for the amounts.

§ 11.10.2.3 ~~Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Upon request, the Architect shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any services of the Architect or of any of its consultants of any tier. The accounting of services shall detail the services performed, the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. The Owner shall not be obligated to make any payment to any consultant, and the Owner is not obligated to reimburse the Architect for such payments if the amount thereof has been taken into account in determining the basic compensation payable to the Architect under this Agreement. If the Owner makes any such payment following a default on the part of the Architect and after reasonable notice from the Owner,~~

the Architect shall reimburse the Owner upon demand for the same, together with all related costs and expenses incurred by the Owner.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect's liability to the Owner shall not exceed two hundred percent (200%) of the total of all Fees payable under this Agreement, or available insurance proceeds, whichever is greater.

§ 12.2 Notwithstanding any other provision contained herein, nothing shall be construed or interpreted in such a way that would void, vitiate or adversely affect any insurance coverages held by the Owner or the Architect.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
\_\_\_\_\_ (Insert the date of the E203-2013 incorporated into this agreement.)~~

as revised

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
\_\_\_\_\_ (Insert the date of the E204-2017 incorporated into this agreement.)~~

~~[ ]~~  Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, Rice Fergus Miller 2022 Standard Billing Rates.

Exhibit B, Rice Fergus Miller Fee Calculation Worksheet dated November 2019.

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

John Oliver, Fire Chief  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

Gunnar Gladics, Principal  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Graehm Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:31:10 ET on 04/21/2022 under Order No. 2114314097 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

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*(Signed)*

---

*(Title)*

---

*(Dated)*



ARCHITECTURE INTERIORS PLANNING VIZLAB

275 Fifth Street, Suite 100  
Bremerton, WA 98337  
Phone: (360) 377-8773  
rfmarch.com

EXHIBIT A

## 2022 Hourly Billing Rates

Date of Proposal: April 19, 2022  
Project: Central Kitsap Fire & Rescue Station 51  
Project No.: 2020110.05

The hourly billing rates shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller.

Principal in Charge:	\$ 190.00 - \$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 100.00 - \$ 170.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization:	\$ 120.00 - \$ 140.00
Project Coordinator:	\$ 140.00
Administrative Support Staff:	\$ 90.00 - \$ 140.00

Central Kitsap Fire & Rescue  
Capital Facilities Plan  
November 1, 2019

Target Election Date: August 2020



	52 Anderson Hill NEW	57 Coho Run NEW	53 Seabeck REPLACE	51 Silverdale REPLACE	45 North Perry REPLACE	64 Chico SEISMIC UPGRADE	41 Meadowdale MAJOR REMODEL	56 Seabeck Hwy SEISMIC UPGRADE    MINOR REMODEL    SITEWORK & STO. BLDG.			42 Island Lake SEISMIC UPGRADE
Project Sequence	1	2	3	4	5	6	7	8	8	8	9
Target Bid Date	4/1/2021	6/1/2021	4/1/2022	6/1/2022	4/1/2023	6/1/2023	4/1/2024	6/1/2024	6/1/2024	6/1/2024	4/1/2025
<b>Robinson Estimates</b>											
Building Improvements	\$ 4,355,419	\$ 4,355,419	\$ 4,355,419	\$ 7,834,805	\$ 4,355,419	\$ 182,457	\$ 4,024,197	\$ 364,791	\$ 337,006	\$ 866,235	\$ 81,675
Site Improvements	\$ 1,440,445	\$ 1,070,862	\$ 1,400,000	\$ 1,843,282	\$ 1,080,226	\$ -	\$ -	\$ -	\$ -	\$ 1,036,701	\$ -
<b>Raw Construction Budget</b>	<b>\$ 5,795,864</b>	<b>\$ 5,426,281</b>	<b>\$ 5,755,419</b>	<b>\$ 9,678,087</b>	<b>\$ 5,435,645</b>	<b>\$ 182,457</b>	<b>\$ 4,024,197</b>	<b>\$ 364,791</b>	<b>\$ 337,006</b>	<b>\$ 1,902,936</b>	<b>\$ 81,675</b>
<b>Construction Cost Escalation</b> <i>Target Bid Date at 4.0% per year since October 2019</i>	<b>\$ 351,537</b>	<b>\$ 366,969</b>	<b>\$ 593,264</b>	<b>\$ 1,067,815</b>	<b>\$ 800,140</b>	<b>\$ 28,235</b>	<b>\$ 777,550</b>	<b>\$ 73,347</b>	<b>\$ 67,760</b>	<b>\$ 382,615</b>	<b>\$ 19,679</b>
<b>Construction Budget, including Inflation</b>	<b>\$ 6,147,401</b>	<b>\$ 5,793,250</b>	<b>\$ 6,348,683</b>	<b>\$ 10,745,902</b>	<b>\$ 6,235,785</b>	<b>\$ 210,692</b>	<b>\$ 4,801,747</b>	<b>\$ 438,138</b>	<b>\$ 404,766</b>	<b>\$ 2,285,551</b>	<b>\$ 101,354</b>
<b>Soft Costs</b>											
Washington State Sales Tax @ 9.0%	\$ 553,266	\$ 521,393	\$ 571,381	\$ 967,131	\$ 561,221	\$ 18,962	\$ 432,157	\$ 39,432	\$ 36,429	\$ 205,700	\$ 9,122
Architecture and Engineering Fees @ 9%	\$ 553,266	\$ 521,393	\$ 571,381	\$ 967,131	\$ 561,221	\$ 18,962	\$ 432,157	\$ 39,432	\$ 36,429	\$ 205,700	\$ 9,122
Specialty Consultants @ 4%	\$ 245,896	\$ 231,730	\$ 253,947	\$ 429,836	\$ 249,431	\$ 8,428	\$ 192,070	\$ 17,526	\$ 16,191	\$ 91,422	\$ 4,054
Permits, Testing, Inspections @ 3%	\$ 184,422	\$ 173,798	\$ 190,460	\$ 322,377	\$ 187,074	\$ 6,321	\$ 144,052	\$ 13,144	\$ 12,143	\$ 68,567	\$ 3,041
Furnishings and Equipment @ 2%	\$ 122,948	\$ 115,865	\$ 126,974	\$ 214,918	\$ 124,716	\$ 4,214	\$ 96,035	\$ 8,763	\$ 8,095	\$ 45,711	\$ 2,027
Temporary Housing / Accomodations @ 4%	\$ -	\$ -	\$ -	\$ 429,836	\$ 249,431	\$ 8,428	\$ 192,070	\$ 17,526	\$ 16,191	\$ -	\$ 4,054
Moving Expenses @ 1%	\$ 61,474	\$ 57,933	\$ 63,487	\$ 107,459	\$ 62,358	\$ 2,107	\$ 48,017	\$ 4,381	\$ 4,048	\$ 22,856	\$ 1,014
Contingency @ 10%	\$ 614,740	\$ 579,325	\$ 634,868	\$ 1,074,590	\$ 623,578	\$ 21,069	\$ 480,175	\$ 43,814	\$ 40,477	\$ 228,555	\$ 10,135
<b>Total Soft Costs</b>	<b>\$ 2,336,012</b>	<b>\$ 2,201,435</b>	<b>\$ 2,412,499</b>	<b>\$ 4,513,279</b>	<b>\$ 2,619,030</b>	<b>\$ 88,490</b>	<b>\$ 2,016,734</b>	<b>\$ 184,018</b>	<b>\$ 170,002</b>	<b>\$ 868,509</b>	<b>\$ 42,569</b>
<b>Property Acquisition</b> <i>Anticipated Property Acquisition Costs</i>	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ANTICIPATED PROJECT BUDGET</b>	<b>\$ 8,483,413</b>	<b>\$ 7,994,685</b>	<b>\$ 9,261,182</b>	<b>\$ 15,259,181</b>	<b>\$ 8,854,814</b>	<b>\$ 299,182</b>	<b>\$ 6,818,481</b>	<b>\$ 622,156</b>	<b>\$ 574,768</b>	<b>\$ 3,154,060</b>	<b>\$ 143,923</b>

Total all Projects: **\$ 57,737,017**

TO OWNER:  
Central Kitsap Fire & Rescue  
5300 NW Newberry Hill Road, Suite 101  
Silverdale, WA 98383  
FROM CONTRACTOR:  
Berschauer Group, Inc.  
PO Box 11910  
Olympia, WA 98508

PROJECT:  
Central Kitsap Fire & Rescue - Station 52  
5328 NW Anderson Hill Road  
Silverdale, WA 98383  
VIA ARCHITECT:  
Rice Fergus Miller Inc  
275 5th Street, Suite 100  
Bremerton, WA 98337

APPLICATION NO.: 2  
PERIOD TO: 3/31/2022  
PROJECT NOS.: CKFR - 52  
CONTRACT DATE: 2/14/2022

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**3B**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM .....	\$	<u>6,400,000.00</u>
2 Net change by Change Order .....	\$	<u>0.00</u>
3 CONTRACT SUM TO DATE (Line 1 +/- 2) .....	\$	<u>6,400,000.00</u>
4 TOTAL COMPLETED & STORED TO DATE .....	\$	<u>411,055.00</u>
(Column G on G703)		
Sales Tax @ 9.0%		<u>36,994.95</u>
5 RETAINAGE:		
a. <u>0.0%</u> of Completed Work	\$	<u>0.00</u>
(Columns D + E on G703)		
b. <u>0.0%</u> of Stored Material	\$	<u>                    </u>
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column I of G703) .....	\$	<u>0.00</u>
6 TOTAL EARNED LESS RETAINAGE .....	\$	<u>448,049.95</u>
(Line 4 less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate) .....	\$	<u>189,589.15</u>
8 CURRENT PAYMENT DUE .....	\$	<u>258,460.80</u>
9 BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	<u>6,527,950.05</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and now payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Berschauer Group, Inc.

By: Daryn Gilstrap  
Daryn Gilstrap-Project Manager  
Digitally signed by Daryn Gilstrap  
DN: C=US, E=daryn.gilstrap@berschauergroup.com,  
O="Berschauer Group, Inc.", CN=Daryn Gilstrap  
Date: 2022.03.22 12:50:03-0700'

State of: Washington  
County of: Thurston

Subscribed and sworn to before me this 22<sup>nd</sup> day of March 2022

Notary Public: Ashley Berschauer  
My Commission expires: 12-1-22  
Notary Seal: ASHLEY BERSCHAUER, APPOINTMENT EXPIRES DECEMBER 01 2022, NOTARY PUBLIC, STATE OF WASHINGTON, Commission # 151259

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 258,460.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Shannon D. Thompson Date: 3/30/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Shannon D. Thompson 03/30/22

**CONTINUATION SHEET**

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 2  
 APPLICATION DATE : 3/25/2022  
 PERIOD TO : 3/31/2022  
 ARCHITECT'S PROJECT NO. :

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		%	(G / C)		
		\$6,400,000.00							
1	Performance & Payment Bonds /BR & Liability Insurance	\$173,935.00	\$ 173,935.00	\$ -		\$ 173,935.00	100%	\$ -	\$ -
2	Mobilization	\$65,000.00	\$ -	\$ 32,500.00		\$ 32,500.00	50%	\$ 32,500.00	\$ -
3	General Conditions	\$190,000.00	\$ -	\$ 15,770.00		\$ 15,770.00	8%	\$ 174,230.00	\$ -
4	Concrete Reinforcement	\$75,000.00	\$ -	\$ -		\$ -	0%	\$ 75,000.00	\$ -
5	Cast-In-Place Concrete	\$245,000.00	\$ -	\$ -		\$ -	0%	\$ 245,000.00	\$ -
6	Polished Concrete Finishing	\$22,000.00	\$ -	\$ -		\$ -	0%	\$ 22,000.00	\$ -
7	Masonry	\$38,500.00	\$ -	\$ -		\$ -	0%	\$ 38,500.00	\$ -
8	Rough Carpentry	\$402,500.00	\$ -	\$ -		\$ -	0%	\$ 402,500.00	\$ -
9	Structural Steel	\$98,709.00	\$ -	\$ -		\$ -	0%	\$ 98,709.00	\$ -
10	Rough Framing Materials	\$145,000.00	\$ -	\$ -		\$ -	0%	\$ 145,000.00	\$ -
11	Shop Fabricated Wood Trusses	\$165,000.00	\$ -	\$ -		\$ -	0%	\$ 165,000.00	\$ -
12	Cabinets & Countertops	\$151,574.00	\$ -	\$ -		\$ -	0%	\$ 151,574.00	\$ -
13	Plastic Paneling	\$11,650.00	\$ -	\$ -		\$ -	0%	\$ 11,650.00	\$ -
14	Insulation	\$43,850.00	\$ -	\$ -		\$ -	0%	\$ 43,850.00	\$ -
15	Fiber Cement Siding & Soffit	\$344,516.00	\$ -	\$ -		\$ -	0%	\$ 344,516.00	\$ -
16	TPO Roofing	\$220,000.00	\$ -	\$ -		\$ -	0%	\$ 220,000.00	\$ -
17	Doors & Hardware	\$95,000.00	\$ -	\$ -		\$ -	0%	\$ 95,000.00	\$ -
18	Overhead Door	\$165,000.00	\$ -	\$ -		\$ -	0%	\$ 165,000.00	\$ -
19	Aluminum Framed Entrances & Storefronts	\$200,000.00	\$ -	\$ -		\$ -	0%	\$ 200,000.00	\$ -
20	Gypsum Board	\$138,000.00	\$ -	\$ -		\$ -	0%	\$ 138,000.00	\$ -
21	Flooring	\$51,265.00	\$ -	\$ -		\$ -	0%	\$ 51,265.00	\$ -
22	Acoustical Tile Ceilings	\$52,000.00	\$ -	\$ -		\$ -	0%	\$ 52,000.00	\$ -
23	Painting	\$42,500.00	\$ -	\$ -		\$ -	0%	\$ 42,500.00	\$ -
24	Signage	\$12,000.00	\$ -	\$ -		\$ -	0%	\$ 12,000.00	\$ -
25	Corner Guards	\$5,500.00	\$ -	\$ -		\$ -	0%	\$ 5,500.00	\$ -
26	Toilet & Bath Accessories	\$3,050.00	\$ -	\$ -		\$ -	0%	\$ 3,050.00	\$ -
27	Fire Protection Cabinets	\$6,365.00	\$ -	\$ -		\$ -	0%	\$ 6,365.00	\$ -
28	Ground Set Flagpole	\$10,104.00	\$ -	\$ -		\$ -	0%	\$ 10,104.00	\$ -
29	OFCI	\$4,750.00	\$ -	\$ -		\$ -	0%	\$ 4,750.00	\$ -
30	Pleated Window Shades	\$11,750.00	\$ -	\$ -		\$ -	0%	\$ 11,750.00	\$ -
31	Fire Protection	\$59,600.00	\$ -	\$ -		\$ -	0%	\$ 59,600.00	\$ -
	<b>Plumbing</b>								
32	Mobilization - Plumbing	\$6,000.00	\$ -	\$ -		\$ -	0%	\$ 6,000.00	\$ -
33	Submittals	\$4,000.00	\$ -	\$ -		\$ -	0%	\$ 4,000.00	\$ -
34	Waste/vent Materials	\$20,000.00	\$ -	\$ -		\$ -	0%	\$ 20,000.00	\$ -
35	Waste/vent Below Slab Installation	\$18,000.00	\$ -	\$ -		\$ -	0%	\$ 18,000.00	\$ -
36	Waste/vent Installation	\$15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
37	Domestic Water Material	\$34,632.00	\$ -	\$ -		\$ -	0%	\$ 34,632.00	\$ -
38	Domestic Water Installation	\$44,000.00	\$ -	\$ -		\$ -	0%	\$ 44,000.00	\$ -
39	Mechanical Room Material	\$16,000.00	\$ -	\$ -		\$ -	0%	\$ 16,000.00	\$ -
40	Mechanical Room Install	\$10,000.00	\$ -	\$ -		\$ -	0%	\$ 10,000.00	\$ -
41	Gas Piping Material	\$4,000.00	\$ -	\$ -		\$ -	0%	\$ 4,000.00	\$ -
42	Gas Piping Installation	\$9,000.00	\$ -	\$ -		\$ -	0%	\$ 9,000.00	\$ -
43	Condensate Materials	\$2,000.00	\$ -	\$ -		\$ -	0%	\$ 2,000.00	\$ -
44	Condensate Installation	\$8,000.00	\$ -	\$ -		\$ -	0%	\$ 8,000.00	\$ -
45	Plumbing Fixture Materials	\$35,000.00	\$ -	\$ -		\$ -	0%	\$ 35,000.00	\$ -
46	Plumbing Fixture Installation	\$15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
	<b>HVAC</b>								
47	Mobilization - HVAC	\$2,500.00	\$ -	\$ -		\$ -	0%	\$ 2,500.00	\$ -

**CONTINUATION SHEET**

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER : 2  
 APPLICATION DATE : 3/25/2022  
 PERIOD TO : 3/31/2022  
 ARCHITECT'S PROJECT NO. :

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		%	(G / C)		
48	Equipment	\$165,000.00	\$ -	\$ -		\$ -	0%	\$ 165,000.00	\$ -
49	Materials	\$65,000.00	\$ -	\$ -		\$ -	0%	\$ 65,000.00	\$ -
50	Install Labor	\$92,500.00	\$ -	\$ -		\$ -	0%	\$ 92,500.00	\$ -
51	TAB	\$7,500.00	\$ -	\$ -		\$ -	0%	\$ 7,500.00	\$ -
52	Controls Material	\$7,500.00	\$ -	\$ -		\$ -	0%	\$ 7,500.00	\$ -
53	Controls Labor	\$10,000.00	\$ -	\$ -		\$ -	0%	\$ 10,000.00	\$ -
54	Commissioning	\$7,500.00	\$ -	\$ -		\$ -	0%	\$ 7,500.00	\$ -
55	Duct Insulation	\$7,500.00	\$ -	\$ -		\$ -	0%	\$ 7,500.00	\$ -
56	Close Out	\$2,500.00	\$ -	\$ -		\$ -	0%	\$ 2,500.00	\$ -
<b>Electrical</b>									
57	Mobilization - Electrical	\$25,000.00	\$ -	\$ -		\$ -	0%	\$ 25,000.00	\$ -
58	Submittals	\$10,000.00	\$ -	\$ 2,000.00		\$ 2,000.00	20%	\$ 8,000.00	\$ -
59	Temp power	\$3,500.00	\$ -	\$ -		\$ -	0%	\$ 3,500.00	\$ -
60	Site Electrical	\$105,986.00	\$ -	\$ -		\$ -	0%	\$ 105,986.00	\$ -
61	Lighting Install	\$88,100.00	\$ -	\$ -		\$ -	0%	\$ 88,100.00	\$ -
62	Mechanical Branch and installation	\$36,875.00	\$ -	\$ -		\$ -	0%	\$ 36,875.00	\$ -
63	Gear Procurement	\$50,500.00	\$ -	\$ -		\$ -	0%	\$ 50,500.00	\$ -
64	Generator	\$160,700.00	\$ -	\$ -	\$ 52,900.00	\$ 52,900.00	33%	\$107,800.00	\$ -
65	Branch Power	\$82,555.00	\$ -	\$ -		\$ -	0%	\$ 82,555.00	\$ -
66	Rough-in	\$80,000.00	\$ -	\$ -		\$ -	0%	\$ 80,000.00	\$ -
67	Feeder Labor and Materials	\$141,990.00	\$ -	\$ -		\$ -	0%	\$ 141,990.00	\$ -
68	Lighting & Controls Procurement	\$126,775.00	\$ -	\$ -		\$ -	0%	\$ 126,775.00	\$ -
69	Telecomm	\$112,000.00	\$ -	\$ -		\$ -	0%	\$ 112,000.00	\$ -
70	Access Control	\$30,719.00	\$ -	\$ -		\$ -	0%	\$ 30,719.00	\$ -
71	Fire Alarm	\$50,900.00	\$ -	\$ -		\$ -	0%	\$ 50,900.00	\$ -
72	Trim/Devices	\$29,400.00	\$ -	\$ -		\$ -	0%	\$ 29,400.00	\$ -
<b>Earthwork &amp; Utilities</b>									
73	Surveying	\$42,500.00	\$ -	\$ 8,075.00		\$ 8,075.00	19%	\$ 34,425.00	\$ -
74	Mobilization - Civil	\$40,000.00	\$ -	\$ 40,000.00		\$ 40,000.00	100%	\$ -	\$ -
75	Erosion and Sediment Controls	\$48,500.00	\$ -	\$ 36,375.00		\$ 36,375.00	75%	\$ 12,125.00	\$ -
76	Demolition of structures	\$38,000.00	\$ -	\$ -		\$ -	0%	\$ 38,000.00	\$ -
77	Clearing & Grubbing	\$55,000.00	\$ -	\$ 41,250.00		\$ 41,250.00	75%	\$ 13,750.00	\$ -
78	Excavation & Fill	\$295,000.00	\$ -	\$ -		\$ -	0%	\$ 295,000.00	\$ -
79	Building Pad & Footings	\$72,500.00	\$ -	\$ -		\$ -	0%	\$ 72,500.00	\$ -
80	Water Utilities	\$125,000.00	\$ -	\$ -		\$ -	0%	\$ 125,000.00	\$ -
81	Sanitary Sewerage Utilities	\$85,000.00	\$ -	\$ -		\$ -	0%	\$ 85,000.00	\$ -
82	Storm Drainage Utilities	\$165,000.00	\$ -	\$ 8,250.00		\$ 8,250.00	5%	\$ 156,750.00	\$ -

**CONTINUATION SHEET**

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.  
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 ARCHITECT'S PROJECT NO. :

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
83	Paving & Concrete Prep	\$80,250.00	\$ -	\$ -		\$ -	0%	\$ 80,250.00	\$ -
84	Asphalt Paving	\$66,000.00	\$ -	\$ -		\$ -	0%	\$ 66,000.00	\$ -
85	Curbs, Gutters, Sidewalks	\$15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
86	Pavement Markings	\$2,800.00	\$ -	\$ -		\$ -	0%	\$ 2,800.00	\$ -
87	Chainlink Fences and Gates	\$76,200.00	\$ -	\$ -		\$ -	0%	\$ 76,200.00	\$ -
88	Landscaping	\$181,000.00	\$ -	\$ -		\$ -	0%	\$ 181,000.00	\$ -
89	Close Out	\$20,000.00	\$ -	\$ -		\$ -	0%	\$ 20,000.00	\$ -
	<b>PROJECT SUBTOTAL</b>	<b>\$6,400,000.00</b>	<b>\$ 173,935.00</b>	<b>\$ 184,220</b>	<b>\$ 52,900.00</b>	<b>\$ 411,055.00</b>	<b>6.42%</b>	<b>\$ 5,988,945.00</b>	<b>\$ -</b>
	<b>CHANGE ORDERS</b>								
		\$ -	\$ -	\$ -		\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	0%	\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	0%	\$ -	\$ -
	<b>CHANGE ORDER SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>
	TOTAL	\$ 6,400,000.00	\$ 173,935.00	\$ 184,220.00	\$ 52,900.00	\$ 411,055.00		\$ 5,988,945.00	\$ -
	SALES TAX @ 9.0%	\$ 576,000.00	\$ 15,654.15	\$ 16,579.80	\$ 4,761.00	\$ 36,994.95		\$ 539,005.05	\$ -
	TOTAL	\$ 6,976,000.00	\$ 189,589.15	\$ 200,799.80	\$ 57,661.00	\$ 448,049.95		\$ 6,527,950.05	\$ -
	LESS 0% RETENTION		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	<b>GRAND TOTALS</b>	<b>\$ 6,976,000.00</b>	<b>\$ 189,589.15</b>	<b>\$ 200,799.80</b>	<b>\$ 57,661.00</b>	<b>\$ 448,049.95</b>	<b>6.42%</b>	<b>\$ 6,527,950.05</b>	



**TACOMA DIESEL & EQUIPMENT INC.**

444 54th Ave East  
Tacoma, WA 98424

Phone # 253 922 8171

Fax # 253 922 1253

# Invoice

Date	Invoice Number
2/14/2022	42007

Name / Address
TAURUS INDUSTRIES INC dba TAURUS ELECTRIC P.O. BOX 15088 TUMWATER, WA 98511

Ship To
Tacoma Diesel 444 54th Ave E Tacoma, WA 98424

E-mail	Terms	P.O. No.	Due Date	Project
accounting@tacomadiesel.com	COD	CB467-03	2/14/2022	41953 Kitsap Fire St...

Item	Description	Ordered	U/M	Rate	Amount
Deposits Upfront	Upfront Deposits for Central Kitsap Fire Station 52 Total Project \$149,130.00	0.4		149,130.00	59,652.00

No return on Electrical Parts. Any returned parts are subject to restocking fees. Special order parts are not returnable or refundable.	<b>Total</b>	\$59,652.00
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11. ATTACHMENTS

11.1. **Purchase Authority - Budget and purchase authority is set by the Board of Commissioners and may be periodically updated. The most recent purchasing authority is as follows:**

11.1.1. **Purchasing Authority for Budgeted Expenditures**

Budgeted Expenditure Authority	Amount	Approval is Required By:
Fire Chief	As budgeted (Note 1, 2)	Board of Commissioners
Deputy Chief	<del>\$ 50,000</del> \$ 75,000	Fire Chief
Assistant Chief – Bond Projects	<del>\$ 250,000</del> All certified construction payment applications; Change orders up to 5%; \$250,000 for all other budgeted expenditures (Note 2)	Fire Chief and Board of Commissioners
Assistant Chief, CBO, CAO	\$ 50,000	Fire Chief
Assistant Chief, Director IT Department Managers, Division Chief, Battalion Chief	\$ 25,000	Fire Chief, Deputy Chief, Assistant Chief, CBO, or CAO
Daytime Officer, Training Officer, Medical Officer, Assistant Manager, Fleet Lead Supervisor, Facilities Lead, Logistics Technician, Purchasing Agent, Executive Assistant	<del>\$ 5,000</del> \$ 10,000 (Note 3)	Assistant Chief, Division Chief, Deputy Chief, Director CBO, or CAO
Logistics Technician	\$ 7,500	Supervisor or above
Project Managers	<del>\$ 2,500</del> \$ 5,000	Battalion Chief, Supervisor or above, Division Chief, Director

(1) The Fire Chief is authorized to approve routine operating expenditures as budgeted and necessary or more than the budgeted amount up to the discretionary authority. (2) Expenditures and new contracts over \$250,000 must be approved by the Board except for payment applications (draws) for AIA construction contracts previously approved by the Board of Commissioners. (3) The Purchasing Agent's limit excludes purchases approved by the Board and other staff at their authorized spending level.

11.1.2. **Purchasing Authority for Non-Budgeted Expenditures**

Non-Budgeted, Discretionary Spending Authority by Position	Amount	Approval is Required By:
Fire Chief or Fire Chief's Designee	<del>\$ 50,000</del> \$ 75,000	Board of Commissioners
Deputy Chief, Finance Director CBO	<del>\$ 10,000</del> \$ 15,000	Fire Chief or Designee
Assistant Chief, HR Director CAO, IT Department Managers, Division Chief, Battalion Chief (Note 4)	\$ 2,500	Fire Chief or Designee
Daytime Officer, Company Officer, Assistant Manager, Executive Assistant	\$ 1,000	Fire Chief, Deputy Chief or Designee

11.1.3. **Purchasing Authority for Non-Budgeted Expenditures While Under a Declared State of Emergency As adopted by the Board of Commissioners Pursuant to RCW 38.52.070(2).**

Non-Budgeted, Discretionary Spending Authority by Position	Emergency Declared <sup>4</sup>	Approval is Required By:
Fire Chief or Fire Chief's Designee	\$ 250,000	Board of Commissioners
Deputy Chief, Finance Director CBO	<del>\$ 50,000</del> \$ 75,000	Fire Chief or Designee
Assistant Chief, Division Director / CAO, Managers, Division Chief	\$ 25,000	Fire Chief or Designee
Battalion Chief (See Note 4)	\$ 25,000	Fire Chief or Designee
Daytime Officer, Company Officer, Assistant Manager	\$ 5,000	Fire Chief, Deputy Chief or Designee

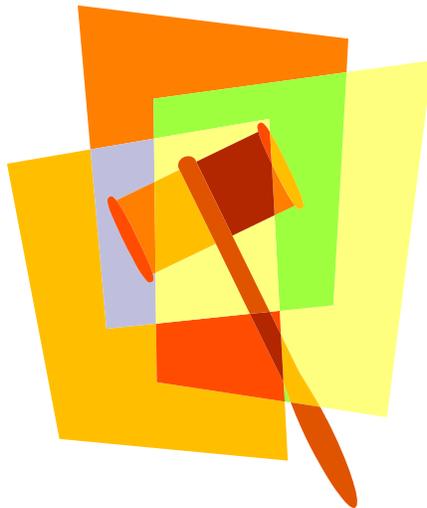
(4) Higher amounts may be authorized for action necessary for the immediate support of personnel or property.

APPENDIX A- RESOLUTION ~~2217-XX11~~  
ADOPTED ~~03/27/17~~

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# *Board of Commissioner's Policy Manual*



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**CENTRAL KITSAP FIRE AND RESCUE  
Board of Commissioner's Policy Manual**

**Foreword**

In the course of serving as a public official for CENTRAL KITSAP FIRE AND RESCUE (also referred herein as "District"), there are a myriad of issues you will become involved with. This policy manual attempts to centralize information on common issues related to your role as a member of the Board of Commissioners.

The issues addressed in this manual are often complex and subjective. It is intended to be a guide and is not a substitute for Washington state statutes governing your conduct as commissioners and the counsel, guidance, and/or opinion of the District's legal counsel.

The District Board of Commissioners has formally adopted the policies in this referenced document on the 27<sup>th</sup> day of March, 2022.

Provisions contained herein will be reviewed as needed. The Board, by majority vote, in its sole discretion, reserves the right to revise this policy manual at any time, without notice.

## Chapter 1 Introduction and Overview

As a Commissioner, you not only establish important and often critical policies for the District, you are also a board member of a public corporation having an annual operating budget. The scope of issues and problems you will deal with as a Commissioner will go beyond that which is reported publicly. Your service will likely have long term impact on the operations of the District. This document is intended to help you in understanding your role as a steward of the District and its resources.

### 1.01 Purpose of the Policy Manual

CENTRAL KITSAP FIRE AND RESCUE has prepared this policy manual to assist the Board of Commissioners by documenting accepted practices and clarifying expectations. Administration of District affairs is greatly enhanced by agreement of the Commissioners and District management to be bound by these practices. While attempting not to be overly restrictive, procedures are established so expectations and practices may be clearly articulated to guide Commissioners in their actions.

### 1.02 Overview of Basic District Documents

This policy manual provides a summary of important aspects of Board of Commissioner activities and conduct. However, it cannot incorporate all material and information necessary for undertaking the business of the District. Many other laws, plans, and documents exist which bind the Commissioners to certain courses of action and practices. The following is a summary of the most notable documents, which establish the Board of Commissioner's direction.

#### *A. District Resolutions and Standard Operating Procedures*

Pertinent District Resolutions and Standard Operating Procedures contain District policies and regulations adopted by Resolution.

#### *B. Board and Personnel Policy Manuals*

It is the policy of the District to uphold, promote, and demand, the highest ethical standards from all its elected and appointed officials. Accordingly, District Board members are expected to maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties; avoid any improprieties in their roles as public servants; and never use their District position or powers for personal gain.

*C. Mission Statement / District Goals / Annual Budget*

The District's Mission Statement, Statement of District Goals, policy goals established by the Commissioners from time to time, and annual budget provide the primary road map for accomplishing the goals of the District. The budget document is the result of one of the most important processes the District undertakes. By adopting the annual budget, the District makes policy decisions, sets priorities, allocates resources, and provides the framework for District operations.

*D. Financial Planning Model and Strategic Planning*

The financial planning model and strategic planning documents serve as a guide for determining priorities, planning, financing, and implementing capital projects, the purchase of equipment, and maintaining the District's real and personal property, which add to, support, or improve the physical infrastructure, capital assets, or productive capacity of the District.

*E. Union Contracts / Management and Supervisory Employees (Non-Union) Wage and Benefit Plan/ Employee Agreements.*

The Union contracts, Wage and Benefit Plan, and individual employee agreements in place set forth the employment terms between the District and its various employee groups. All Commissioners should become familiar with these documents.

## Chapter 2 Board of Commissioners General Powers and Responsibilities

### 2.01 Board of Commissioners

Fundamentally, the powers of the Board of Commissioners are to be utilized for the good of the District's citizens; in accordance with law; in a professional and fiscally responsible manner; and in a manner which promotes the good reputation of the District in the Central Kitsap County community. Most notably, state law and in particular, Title 52 RCW, as well as District approved Resolutions, grant the powers and responsibilities of the Board.

The Board of Commissioners is the policy making body of the District and should avoid attempting to oversee the day-to-day operations of the District. The District's daily operations are to be managed by the Fire Chief and District employees according to their job responsibilities and according to District policy as set by the Board of Commissioners.

It is important to note that each Board member acts as a member of the Board of Commissioners at regularly scheduled meetings. No member has any extraordinary powers beyond those of other members and no member has the ability to represent the District in any capacity except through the authorization received at duly scheduled Board meetings. Board members should refrain at all times from attempting to represent the District or make decisions on behalf of the District, except according to the specific authorization received from the collective Board at Board meetings.

In establishing policies, voting, and in other significant areas, all Board members are equal. It is also important to note that policy is established by at least a majority vote of the Board. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Board to a course of action. Members should respect adopted Board policy. In turn, it is staff's responsibility to ensure the policy of the Board is upheld and implemented.

The actions of District management and employees to pursue the policy direction established by a majority of the Board do not reflect any bias against Board members who held a minority opinion on an issue.

#### *A. Board Non-Participation in Administration*

In order to uphold the integrity of the Board of Commissioners, and to provide proper checks and balances, members of the Board must refrain from becoming directly involved in the administrative affairs of the District. Because the Board is the policy making body and originator of District Resolutions, its involvement in the day to day operations of the District or the enforcement of

Resolutions through [actions](#) other than legislative means would only serve to damage the credibility of the system.

Except for the purpose of inquiry, the Board and its members should deal with District operations solely through the Fire Chief or his designee, and should never give orders to any subordinate of the Fire Chief.

Subject to RCW 42.30.110 and the holding of executive sessions to discuss [and review personnel matters legally authorized subjects](#), the Board is not prohibited, while in open session, from fully and freely discussing with the Fire Chief and other District employees any and all matters pertaining to District operations.

## **2.02 Role of Board Members**

Members of the Board of Commissioners are collectively responsible, during open public meetings of the Board of Commissioners, for establishing policy, adopting an annual budget, and providing vision, direction, and goals to the Fire Chief. The following outline is a brief description of the various duties of Board members. This description is not intended to be comprehensive, but rather is an effort to summarize the primary responsibilities of the Board:

### *A. Summary of Board Duties and Responsibilities*

1. Establish Policy
  - a. Adopt goals and objectives
  - b. Establish priorities
  - c. Approve/amend the operating and capital budgets
  - d. Approve contracts
  - e. Adopt Resolutions
2. Supervise Appointed Officials
  - a. Appoint a Fire Chief
  - b. Evaluate performance of Fire Chief
3. Provide Public Leadership
  - a. Promote representative, responsible, and respectful governance
  - b. Mediate conflicting interests while seeking to build a consensus
  - c. Communicate the District's vision and goals to its citizens
  - d. Represent the District's interests at regional, county, state, and federal levels in a professional and respectful manner
  - e. Maintain a professional and clean appearance, and dress applicable to the occasion when representing the District
  - f. Listen to and attempt to understand views and opinions that conflict with those held by you

4. Decision-Making
  - a. Study problems and all pertinent view points
  - b. Review alternatives
  - c. Determine best course of public policy

### **2.03 Organization of the Board**

Each year at the first meeting in January, the Board shall select from its members, one member to serve as Chairman of the Board and one member to serve as Vice-Chairman of the Board.

The Chairman serves as the presiding officer and acts as chair at all meetings of the Board of Commissioners; and in his or her absence, the Vice-Chairman serves in this capacity. The Chairman of the Board may participate in all deliberations of the Board in the same manner as any other member and is expected to vote in all proceedings, unless a conflict of interest exists.

The Board will appoint the Secretary of the District per RCW 52.14.080. The District's legal counsel has customarily fulfilled this role.

### **2.04 Absence of Board Members**

If a Board member is unable to attend a Board meeting or is absent from the District for more than fifteen (15) days, he or she, if reasonably possible, should notify the Board Chairman (or Vice-Chair, if it is the Chairman who will be absent) or Fire Chief of such absence and the anticipated length of the absence.

### **2.05 Resignation of a Board Member**

If a Board member resigns from the Board of Commissioners before his or her term of office is up, a new Commissioner will be appointed by the remaining Board members to fill the vacated position, as provided by law. (Per RCW 42.12.070)

### **2.06 Appointment of Fire Chief / Management of District Personnel**

The Board of Commissioners is responsible for appointing one District position, which is the Fire Chief. The Fire Chief serves as such pursuant to the terms of his employment agreement with the District. The Fire Chief is responsible for managing all District personnel, career and volunteer, and for the day-to-day operations of the District.

**Chapter 3  
Financial Matters**

**3.01 Board Compensation**

Board members are compensated per state law (RCW 52.14.010) for each day or portion thereof for time spent in actual attendance at official Board meetings or in performance of other services or duties on behalf of the District. Board compensation, by state law, is adjusted for inflation every five years by the Washington Office of Financial Management. The compensation that each Board Member is entitled to pursuant to RCW 52.14.010 shall be determined on an annual calendar year basis and is calculated based on when the compensation is earned, not paid.

A Commissioner is eligible to receive compensation for the following activities:

- A. *Attending regular and special meetings of the Board.*
  - 1. Attending agenda setting meetings
- B. *Serving as a representative of the Board, including but not limited to, such activities as:*
  - 1. Local, regional, state or national meetings related to fire district operations
  - 2. Kitsap County Fire Commissioners meetings
  - 3. Community development and/or betterment committees
  - 4. Collective bargaining, etc.
  - 5. Attendance at District sponsored events such as open houses, etc.
- C. *Attending pre-approved Board training and/or development activities, including, but not limited to:*
  - 1. Local, regional, state or national fire association conferences
  - 2. In or out of district Board training, networking and best practices
  - 3. In-service meeting

- D. *Attending special Board-related activities when approved by the Board in advance.*
- E. *Travel time when a separate day of travel is required because of the location and scheduling of the activity.*
- F. *Any Commissioner may waive all or any portion of his/her compensation for any month or months during his/her term of office by a written waiver filed with the District.*
  - 1. The waiver may be filed any time after the Commissioner's election and before the date on which the compensation would otherwise be paid.
  - 2. The waiver shall specify the month(s) for which it is made.
- G. *A Commissioner shall submit a monthly claim that verifies the nature and amount of the activities for which compensation is claimed.*
  - 1. A Commissioner is only eligible to make one compensation claim for a given day.

Responsibility to submit for meeting compensation rests solely with each individual Commissioner. If a compensation request is received after the payroll cutoff, it will be included in the next month's payroll. Staff members are not expected to issue reminders.

### **3.02 Financial Disclosure**

Pursuant to Chapter 42.17 RCW, candidates for the office of Fire Commissioner, appointees to the Board, and standing Commissioners, are required to file a financial disclosure statement, from time to time, with the State Public Disclosure Commission, according to Washington law. The filing of such disclosure statements is the responsibility of each individual Commissioner and not the District.

### **3.03 Travel Policy**

Members of the Board of Commissioners are subject to the following travel-related policies: 1) Travel Policy SOP 3-02 and 2) Charge Card Policy SOP 3-01 (or their successors).

### **3.04 Washington State Public Disclosure Records Act and Open Public Meetings Act**

To ensure business communications submitted to and by Board members comply

with the State Public [Disclosure Records](#) Act, RCW 42.5647, and the State Open [Public Meetings](#) Act, RCW 42.30, the following is set forth:

A. *Communications – Generally*

All letters, memoranda, and interactive computer communications involving Board members, the subject of which relates to the conduct of the Board or the performance of any District function, with few exceptions as stated by the Public [Disclosure Records](#) Act, are public records. Copies of such letters, memoranda, and interactive computer communication may not be provided to the public or news media without the filing of a public [disclosure records](#) request with the District according to Resolution 13-07 (or its successor).

B. *Written Communications*

Written letters and memoranda received by the District, addressed to a Board member or the Board as a body, will be photocopied and provided to all Board members, and a copy kept according to the District's Records Retention Schedule.

C. *Electronic Communications*

Informal messages with no retention value and that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, ordinarily do not constitute a public record. Users should delete these messages once their administrative purpose is served.

All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying; users may print a copy of the record and file it with the Fire Chief or his designee for keeping according to the District's Records Retention Schedule, or forward such e-mail messages to the Fire Chief or his designee for printing and filing according to the District's Records Retention Schedule.

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E-mail communications intended for review by all five Board members, whether concurrently or serially, must be considered in light of the Open Public Meetings Act. If the intended purpose of the e-mail is to have a discussion that should be held at an open meeting, the electronic discussion should not occur.

E-mail should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other "confidential" District business. In general, e-mail is discoverable in litigation, and even deleted e-mail is not necessarily removed from the system. Confidential e-mail communications should not be

shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

E-mail between Board members, and between Board members and staff, shall not be transmitted to the public or news media without the filing of a public [disclosure records](#) request with the District.

## Chapter 4 Conflicts of Interest, Appearance of Fairness Doctrine, and Liability of Elected Officials

### 4.01 Conflicts of Interest

The conflict of interest laws are some of the most complicated laws that apply to Commissioners. To understand their effect on a Commissioner's actions, it is suggested members discuss the law and potential conflicts with a private attorney or the District's legal counsel. It is imperative that Board members identify in advance what their conflicts are and may be.

It is illegal to fail to declare a conflict of interest, or to participate or otherwise be involved in discussions on issues or contracts where such an interest exists. Violations of the conflict of interest law may result in significant penalties, including criminal prosecution.

In circumstances where only a "remote interest" (see below) exists, after disclosure of the interest to other Board members and in the meeting minutes, the Board of Commissioners may approve the contract to which a Board member has a remote interest, absent participation in the voting by the Board member with the remote interest, but only if the Board member refrains from any attempt to influence other members to approve the contract.

#### A. *Applicability*

All District officers, elected and appointed, are subject to the conflict of interest law in RCW 42.23. This includes Board members.

#### B. *Definition*

*Remote Interests* are so minor that they do not constitute illegal conflicts of interest. Examples of remote interests, in most cases, are as follows:

1. A non-salaried officer or member of a nonprofit corporation who is a Commissioner when such corporation is doing business with or requesting money from the District. Therefore, being such an officer or member would not constitute a conflict.
2. The Commissioner is the landlord or tenant of a party contracting with the District. For instance, a Board member may lease office space to a party that has a private interest in a public matter without it resulting in a conflict of interest.
3. The Commissioner owns less than one percent of the shares of a corporation or a cooperative doing business with the District.

4. When the Commissioner is reimbursed only for actual and necessary expenses incurred in performance of official duties on behalf of the District.

*C. Examples of Acts not Constituting a Conflict of Interest*

1. Receiving District services on the same terms and conditions as if not a District official. Thus, when a Board member who owns a business within the District votes for or against an increase in the District's general permit fees or user rates, a conflict would not exist because this action would apply to "all" businesses within the District's boundaries, and not just the Commissioner's business.
2. When a Commissioner is an officer or employee of another political subdivision or public agency ("third party entity"), he may vote as a District Commissioner regarding action concerning the third party entity, unless such action would confer a direct economic benefit or detriment upon the Commissioner. For example, a Commissioner who is a school teacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary or benefit increase, upon the Commissioner.
3. If the Commissioner is a member of a trade, business, occupation, profession, or class of persons ("third party business") that conducts business with the District, he/she may vote on transactions as a Commissioner with that third party business so long as he/she has no greater interest than the other members of the third party business. A class must consist of at least ten (10) members to qualify the interest as remote.
4. A District official may sell equipment, material, supplies, or services to the District only to the extent such sales are consistent with state law.

*D. Declaration of a Conflict*

When a substantial interest exists, the District official must:

1. Refrain from voting or in any way influencing a decision of the Board of Commissioners; and
2. Declare that a conflict of interest exists and make it known in the official records of the District.

Should a situation arise where a majority of Board members or a majority of a quorum of those present at a Board meeting have a substantial conflict of interest, state law provides that if the conflict of interest statutes prevent the Board of Commissioners from acting as required by law in its official capacity,

such action shall be allowed if the members of the Board with the apparent conflicts of interest make them known. In such cases, the Board members should make publicly known why their action is in the best interest of the District.

*E. District Legal Counsel Opinions*

A Board member's request for an opinion from the District's legal counsel concerning a potential conflict of interest is confidential. However, formal final opinions from District counsel as to whether a conflict of interest may be present that prevents the Commissioner from acting on the matter as a Commissioner are a matter of public record and must be filed with the Fire Chief or his designee.

This filing requirement does not apply to verbal communications between Board members and the District's legal counsel. Board members may seek advice from a private attorney, at their own expense, concerning potential conflicts. In such cases, no disclosure policy would apply.

*F. Filing of Disclosures*

The Fire Chief or his designee should maintain a special file for all disclosures and legal opinions of conflicts of interest.

*G. Prohibited Acts (RCW 42.23.070)*

1. No Board member may directly or indirectly use his or her position with the District to secure special privileges or exemptions for himself, herself, or others.
2. No Board member may, directly or indirectly, give, receive, or agree to receive any compensation, gift, reward, or gratuity from any source except the District, for any matter connected with or related to the Commissioner's services with the District, unless otherwise provided for by law.
3. No Board member may accept employment or engage in business or professional activity that he or she might reasonably expect would require or induce him or her by reason of his or her official position with the District to disclose confidential District information acquired by reason of his or her official position with the District.
4. No Board member may disclose confidential information gained by reason of the Board member's position with the District, nor may the Board member otherwise use such confidential District information for his or her personal gain or benefit.

Examples of Prohibited Acts range from receiving a gift of tickets to a sporting event, from an entity doing business with the District or seeking to do business with the District, to attending a dinner hosted by a private company. doing business with the District or seeking to do business with the District .In determining if the action is allowed, the Washington State Auditor's Office suggests asking, "**Would I be receiving this gift if I were not a Commissioner or employee of the District**" or "is this gift available to anyone who is not a Commissioner/employee or otherwise associated with the District". If the circumstances are such that the gift is offered because of Commissioner or employee status, it may create a conflict of interest.

#### 4.02 Liability

The District must always approach its responsibilities in a manner that reduces risk to all involved. Nevertheless, within public service, risk cannot be eliminated.

It is important to note that violations of certain laws and regulations by individual Board members may result in the member being personally liable for damages which would not be covered by the District's insurance. Examples may include intentional acts, discrimination, harassment, and/or fraud.

## Chapter 5 Interaction with District Staff/Officials

### 5.01 Overview

The Board of Commissioner's policies are implemented by the Fire Chief through the District's dedicated and professional staff. Therefore, it is critical that the relationship between the Board of Commissioners and District employees and volunteers be well understood by all parties so policies and programs may be implemented successfully. To support effective relationships, it is important that roles are clearly recognized.

### 5.02 Fire Chief

The Board of Commissioner's role is to establish District policies, priorities, and approve the budget. The Board appoints a Fire Chief to implement those policies and undertake the administration of the organization.

The Fire Chief's responsibilities are set forth herein and shall also be restated in the Fire Chief's employment agreement with the District. The Fire Chief shall enforce the Board of Commissioner's Resolutions and regulations, direct the daily operations of the District, prepare and monitor the budget, and implement the policies and programs initiated by the Board of Commissioners. The Fire Chief is responsible to the Board of Commissioners, rather than to individual Board members, and directs and coordinates the various departments. The Fire Chief is responsible for appointing all department managers and authorizing the appointment of all other personnel positions. The Board of Commissioners authorizes positions through the budget process. Based upon that authorization, the Fire Chief makes the appointments.

The powers and duties of the Fire Chief include:

1. General supervision over the administrative affairs of the District;
2. Appoint and remove at any time any employee, volunteer, and/or subordinate in accordance with and subject to District policy, labor/employment agreements, and applicable State and Federal law;
3. Administer the Staff Benefit Plan, labor/employment agreements, the Volunteer Incentive Program, and provide recommendations to the Board;
4. Attend all meetings of the Board at which the Fire Chief's attendance may be required by that body;

5. See that all regulations and Resolutions are faithfully executed, subject to the authority granted by the Board of Commissioners in accordance with state law;
6. Recommend for adoption by the Board such measures as the Fire Chief may deem necessary or expedient;
7. Prepare and submit to the Board such reports as may be required by that body, or as deemed advisable to submit;
8. Keep the Board fully advised of the financial condition of the District and its future needs;
9. Prepare and submit to the Board a proposed budget for each fiscal year, and be responsible for its administration upon adoption;
10. Perform such other duties as the Board may determine by motion or Resolution in accordance with the employment agreement entered into with the Fire Chief;
11. Implement and administer the Board of Commissioner's adopted policies (as identified in Section 2.02- A1).

### **5.03 Board of Commissioners Non-interference**

The Board of Commissioners shall work through the Fire Chief when dealing with District operations of any kind or nature.

In no manner, either directly or indirectly, shall a Board member become involved in, or attempt to influence, personnel matters that are under the direction of the Fire Chief. Nor shall any Board members be involved in, or influence, the purchase of any District supplies except through Board action in open public meeting.

Except for the purposes of inquiry, the Board and its members will deal with the District's operations of every kind and nature solely through the Fire Chief, the acting Fire Chief, or the Fire Chief's designee, and shall not give orders to any subordinate of the Fire Chief. Subject to RCW 42.30.110 and the holding of executive sessions to discuss and review [personnel legally authorized](#) matters, the Board is not prohibited, while in open session, from fully and freely discussing with the Fire Chief anything pertaining to appointments and removals of District employees, volunteers, and other District matters.

A Fire Commissioner serving on any District committees is acting as an individual member of that committee with the ability to vote or express an opinion that is the same as afforded to anyone else serving on the committee.

#### **5.04 Board of Commissioners / Fire Chief Relationship**

The employment relationship between the Board of Commissioners and Fire Chief honors the fact that the Fire Chief is the chief executive officer of the District. All dealings with the Fire Chief, whether in public or private, should respect the authority of the Fire Chief in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the Fire Chief.

The Fire Chief respects and is sensitive to the policy responsibilities of the Board of Commissioners and acknowledges the Board of Commissioners holds the final responsibility for establishing the policy direction of the District.

The Board of Commissioners shall evaluate the Fire Chief on an annual basis, at a minimum, to ensure both the Board of Commissioners and Fire Chief are in agreement about performance and goals based upon mutual trust and common objectives. The Fire Chief's performance is evaluated in the following areas: leadership; teamwork; customer service; personal development and initiative; District finance management; supervision (developing direct reports); and progress toward organizational goals.

#### **5.05 Board of Commissioners / District Legal Counsel**

Pursuant to recommendation of the Fire Chief, the Board of Commissioners shall make provision for obtaining legal counsel for the District through a reasonable contractual arrangement for such professional services. The District legal counsel is a contract employee recommended by the Fire Chief; the Board of Commissioners confirms, amends, or rejects such contract. The District legal counsel is the legal advisor for the Board, the Fire Chief, and all District employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the District. The general legal responsibilities of the District legal counsel are to:

12. Provide legal assistance necessary for formulation and implementation of policies and projects;
13. Represent the District's interests, as determined by the Board of Commissioners, in litigation, administrative hearings, negotiations, and similar proceedings;

14. Prepare or approve as to form Resolutions, regulations, contracts, and other legal documents to best reflect and implement the purposes and intentions of the Board of Commissioners; and to
15. Keep the Board of Commissioners and staff apprised of court rulings and legislation affecting the legal interests of the District.

It is important to note the District legal counsel does not represent individual members of the Board or District employees/volunteers, but rather the Board of Commissioners and District as a whole.

Authority to seek legal counsel on behalf of the District shall be limited to the Chairman and Fire Chief. The Chairman or Fire Chief may extend such authorization to others on a case-by-case basis.

## 5.06 Roles and Information Flow

### A. *Board of Commissioners Role*

The Board of Commissioners retains the authority to accept, reject, or amend District staff recommendations on all policy matters.

Members of the Board of Commissioners must avoid intrusion into those areas that are the responsibility of staff. Individual Commissioners may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the Board of Commissioners as a whole. This is necessary to protect staff from undue influence and pressure from individual Board members, and to allow staff to execute priorities given by management and the Board as a whole without fear of reprisal.

If a Board member wishes to influence the actions, decisions, recommendations, workloads, work schedule, or priorities of staff, that member must prevail upon the Board to do so in open public meeting as a matter of Board policy.

### B. *Access to Information*

The Fire Chief is the information liaison between the Board and the District staff. Requests for information from Board members are to be directed to the Fire Chief and will be responded to in a timely manner as his workload permits. The information requested will be copied to all members of the Board so each member may be equally informed. The sharing of substantive

information affecting the District's interests with the Board of Commissioners is one of the Fire Chief's highest priorities.

There are limited circumstances when information may not be provided. For instance, the District is legally bound not to release certain confidential personnel information.

#### *C. Staff Roles*

The Board recognizes the primary functions of staff are to execute Board policy under the direction of the Fire Chief and to provide information as requested by the Board. Staff is obligated to take guidance and direction only from the Fire Chief and/or their superior officers. This direction follows the policy guidance of the Board of Commissioners as a whole. Staff is directed to reject any attempts of individual Board members to unduly direct or otherwise pressure them into making, changing, or otherwise influencing their District duties.

#### *D. Process for Handling of Issues / Complaints*

If any issues or complaints involving an individual member of the Board of Commissioners are brought to the attention of the Fire Chief, the Fire Chief will take these to the Chairman of the Board, who will further determine whether the subject matter can be resolved directly with the individual Board member or whether it warrants official involvement by the entire Board. If the situation involves the Chairman, the Fire Chief will bring the matter to the Vice Chairman.

### **5.07 Restrictions on Political Involvement of Staff**

Central Kitsap Fire and Rescue is a non-partisan local unit of state government. Its staff seeks to formulate recommendations in compliance with Board policy for the good of the District, not influenced by political factors. For this reason, it is important to understand the restrictions of political involvement of staff.

By working for the District, staff members do not surrender their right to be involved in political activities. Employees may publicly express their personal opinions; register to vote; sign nominating or recall petitions; and vote in any election. However, staff is prohibited from engaging in any political activity during working hours and/or on District property and/or from using District property to advance any political activity. (Per RCW 42.17A-130)

## 5.08 Board of Commissioner's Ability to take Political Positions

### A. Board Positions on Political Issues

It is permissible for the Board of Commissioners, as a body, to take formal positions regarding political issues involving the District in open public meeting. Prior to doing so, however, the Board must:

1. Include in any required advance notice of the meeting, the ballot measure, or political position to be discussed.
2. Provide the public in attendance at such meetings with a reasonable opportunity to express their opposing views.
3. Insure that District resources (equipment, funds, materials or facilities) are not used to support or oppose any ballot measures the Commission endorses or opposes.

### B. Political Position of Individual Commissioner

A Commissioner may make a statement supporting or opposing a ballot measure or political candidate in response to a specific inquiry from someone or at an open press conference. No public agency help, however, may be obtained in preparing the Commissioner for the encounter. A Commissioner placed in such a situation should also state that he or she is just expressing his/her views as an individual, and not those of the Commission, unless the Commission has formally adopted the position being advocated.

### C. Explanation of Impact to District Ballot Measures

The Board of Commissioners does have the right to explain the anticipated impact of a ballot measure on the operations of the District. The explanation, however, must be accurate, fair and objective.

## 5.09 Board of Commissioners Attendance Policy

If a fire commissioner is absent from the district for three consecutive regularly scheduled meetings, unless by permission of the board, the office shall be declared vacant by the board of commissioners. However, such an action shall not be taken unless the commissioner is notified by mail after two consecutive unexcused absences that the position will be declared vacant if the commissioner is absent without being excused from the next regularly scheduled meeting. (Per RCW 52.14.050)

As a courtesy, any absent Board member who has called the Fire Chief's office or Commission Chair prior to the start of the meeting to advise of such absence will be deemed excused.

## Chapter 6 Board of Commissioners Meetings

The Board of Commissioner's collective policy, decision making, and regulatory-making powers occur at Board meetings. It is at such meetings that the Board conducts its business. The opportunity for District citizens to be heard, the availability of Board members to District citizens, and the openness of Board meetings all lend themselves to the essential democratic nature of local government.

### 6.01 Meeting Schedule

At their December meeting each year, the Board shall establish by Resolution the regular monthly meeting schedule for the succeeding year. Such schedule shall indicate the date, time, and location of the regular meetings, as well as known or anticipated study sessions and special meetings. All such meetings are open to the public.

Regular Board meetings are held the second [and fourth](#) Mondays of each month at 4:00 p.m. at the District's Administrative Building at 5300 NW Newberry Hill Road in Silverdale, Washington. Board study sessions, are part of the Board's regular meeting schedule, and are held the fourth Mondays of each month at 4:00 p.m.

Special meetings included on the annual, adopted Board meeting schedule will serve as proper public notice.

### 6.02 Special Meetings

Special meetings involve meetings that are other than regularly scheduled meetings where a quorum of the Board is present, including strategic planning sessions, Retreats, etc. All special meetings are open to the public.

Special meetings may be called by either the Board Chairman or at the request of a [majority of the members of the Board](#) ~~by two (2) Board members~~. Notice of a special meeting will be made by the Fire Chief or his designee by delivering personally, by mail, by telephone, by e-mail, or by facsimile, written notice to each Board member, to all personnel (via District email only), and to the District's official newspaper of record at least 24 hours before the time of such meetings as specified in the notice. [Notice shall also be posted on the District's website 24 hours in advance of the meeting. Notice shall also be posted 24 hours in advance of the special meeting at the main entrance of the District's principal location and the meeting site if the meeting is not held at the District's principal locations.](#) ~~Notification given during a Board meeting, with all Board members and the public present, shall serve as proper public notice. If notification is not received by a Board member during a Board meeting, two methods of direct contact will be utilized with Board members.~~ The notice shall specify the [date](#).

time and place of the special meeting and the business to be transacted. At special meetings, only those matters noted in the agenda may be acted upon. Each Commissioner shall keep the Fire Chief continuously updated on that Commissioner's mailing and e-mailing address, telephone and fax numbers. The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical, and increase the likelihood of such injury or damage.

At all regular and special meetings [where final action is taken](#), public comments [shall be allowed and](#) are a separate agenda item and are invited at that time on the agenda. Public comment is appropriate on any matter within the jurisdiction of the Board of Commissioners. At the discretion of the Board, public comment will be limited to 5 minutes per individual. Time limit may be extended by a majority vote of the Board.

### **6.03—Study Sessions**

~~The study session is the forum used by the Board to review forthcoming programs of the District, to receive progress reports on current issues, and/or to receive similar information from the Fire Chief and others. Discussions and conclusions held during a study session are usually of an informal nature and typically do not result in any final action being taken unless timely action is necessary or part of regular, routine business. All study sessions constitute meetings open to the public with minutes being generated.~~

~~No audience participation is allowed during the course of study sessions, unless permitted by the consent of a majority of the Board present. At the discretion of the Board, public comment may be received, but will normally be limited to no longer than five (5) minutes per individual. This time limit may be extended by a majority vote of the Board.~~

### **6.046.03 Meeting of the Board of Volunteer Firefighters**

Meetings of the local Board of Volunteer Firefighters shall be held prior to or following the regular Board meetings whenever there is volunteer business to be conducted.

### **6.056.04 Placing Items on the Agenda**

#### *A. Agenda Planning*

All matters to be presented to the Board of Commissioners at its regular meetings are reviewed and placed on the agenda by the Fire Chief in advance of the meeting. Additional agenda items may be added at the

commencement of the Board meeting in the discretion of the Board Chairman.

*B. Board of Commissioners*

A Board member may request an item be considered for an upcoming agenda by making an oral request at a Board meeting or submitting a request to the Fire Chief. Based upon the nature of the request, the Fire Chief may in his discretion, submit the request to the Board before placing it on the agenda. The Board Chairman or a majority of the Board may direct the Fire Chief to formally add or remove an item from the agenda of an upcoming meeting or at the start of a meeting.

*C. Members of the Public*

A member of the public may request an item be placed on a future agenda while addressing the Board of Commissioners during a regular meeting and/or by submitting a request in writing to the Board of Commissioners, through the Fire Chief's office. In order to allow sufficient time for the Board to review, and for staff to research the matter, the request should be submitted at least ten (10) working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been placed on the agenda, the Fire Chief or his designee will notify the requester so he or she may plan to attend the meeting.

*D. Emergency Items*

Emergency items may be added to an agenda in accordance with state law. Emergency items involve those matters immediately affecting the public health, safety, and welfare of the District. The reason(s) for adding an emergency item to the agenda shall be announced publicly at the meeting, and the issue shall be included in the minutes of the meeting.

**6.066.05 Executive Session**

At the call of the Fire Chief, Board Chairman, or pursuant to a majority vote of the Board, the Board of Commissioners may recess to Executive Session to privately discuss and consider [only those](#) matters authorized under RCW 42.30.110.

Before convening in Executive Session, the presiding officer shall publicly announce the [general/specific](#) purpose for excluding the public from the meeting place, the time when the Executive Session will be concluded, whether action is expected to be taken following the Executive Session, and will identify the participants in the Executive Session, which participants shall always involve all

Board members [present at the meeting](#). An Executive Session may go past the announced time for it to conclude, upon notice being provided to those waiting to re-enter the meeting of the new conclusion time; and or recessed to a stated later time by announcement of the presiding officer.

[Disclosure of confidential information from an Executive Session by any municipal officer violates RCW 42.23.070\(4\)](#).

#### **6.076.06** General Procedures

##### *A. Signing of Documents*

The Board of Commissioners as a quorum shall sign District Resolutions, contracts, and other documents that have been adopted by the Board and require an official signature, except when the Fire Chief, or a combination of other specifically identified District officials have been authorized by the Board to sign such documents.

##### *B. Quorum*

A majority of the Board shall constitute a quorum and is necessary for the transaction of District business. Presently, a quorum is present when three (3) Commissioners are in attendance,

##### *C. Minutes*

The Fire Chief or designee shall take minutes at all regular and special Board meetings. Such minutes shall be provided to Board members as part of their agenda packets and made available for public inspection prior to final adoption.

#### **6.086.07** Open Public Meeting Act~~Law~~

##### *A. Applicability*

The ~~e~~Open ~~m~~Public ~~m~~Meeting ~~Act-law~~, Chapter 42.30 RCW, applies to the Board of Commissioners, all quasi-judicial bodies, and all standing, special or advisory boards, committees or subcommittees of, or appointed by, the Board of Commissioners.

##### *B. Meetings*

All meetings of the Board shall be open to the public, except concerning those matters as provided in RCW 42.30.110. A meeting takes place when a quorum (a majority of the total number of Board members) is present and

information concerning District business is received, discussed, and/or acted upon.

C. *Actions*

All Board actions or decisions of every kind and nature shall be taken during public meetings. At a special meeting, action may be taken only on those items appearing on the posted agenda, except for emergency items as defined in Section 6.045.D. At regular meetings of the Board of Commissioners, the Board is free to take action on non-agenda items, subject to applicable statutory and District notice requirements for the subject matter being considered.

THIS POLICY MANUAL was duly enacted by the District's Board of Commissioners at their regularly scheduled meeting held on the 27th day of March, 2017, per District Resolution.

---

~~Diek West~~Bob Muhleman  
Chairman & Commissioner

---

~~Robert Muhleman~~Guy Earle  
Vice Chairman & Commissioner

---

Nate Andrews  
Commissioner

---

Kenneth Erickson  
Commissioner

---

~~Guy Earle~~Rod Elmore  
Commissioner

---

~~Scott Weninger~~John Oliver  
Fire Chief

Attest:

---

Kenneth Bagwell  
Secretary of the District

**Attachment—2016 Board of Commissioner's Assignments**

**Voucher/Payroll Review Assignments**

January	Erickson
February	Muhleman
March	West
April	Muhleman
May	Erickson
June	Andrews
July	West
August	Andrews
September	Position #2
October	Erickson
November	Muhleman
December	West

**Committee Assignments**

**Local Board for Volunteer Firefighters (2)**

- Meets prior to BOC meetings as needed.

**CKFR**

Mandatory: BOC Chair  
 Primary: Erickson  
 Alternate: All

**Kitsap Risk Management Group (KRMG) (1)**

- Meets from 9:00 AM—11:00 AM on the first Wednesday of February, April, June, August, October, December

**CKFR**

Primary: Erickson  
 Alternate: West

**Awards Committee (1)**

- Meets as needed.

**CKFR**

Primary: Muhleman

**Budget Committee (2)**

- Meets once or twice in October or November

**CKFR**

Primary: West  
 Primary: Andrews

**Strategic Planning Committee (2)**

- Meets as needed.

**CKFR**

Primary: Andrews  
 Primary: Position #2

**Facilities Committee (1)**

- Meets as needed.

**CKFR**

Primary: Undetermined

**CenCom (1)**

- Available if KCFC Association requests a representative from CKFR.

**COUNTY**

Alternate: Muhleman

**Joint Legislative Committee Breakfast (1)**

- First Thursday each month at 7:00 AM, All Star Lanes.
- Available if KCFC Association requests a representative from CKFR.

**COUNTY**

Alternate: Muhleman

**UPDATE ATTACHMENT**



# CENTRAL KITSAP FIRE & RESCUE

## FINANCIAL REPORT FOR THE THREE MONTHS ENDING MARCH 31, 2022

### Report on Finance, Purchasing, Records and CS Logistics Staff Activity

- Attended the CFSI conference in Washington, DC
- Attended the Springbrook National User Group conference in Portland, Oregon
- Successfully outfitted 19 new line-staff hires
- Conducted an inventory spot check on Facilities and Central Supply
- Began 2021 annual report preparation for submission to the SAO by May 30

### Report on Financial Position and Budget Variances

The district ended the first quarter of 2022 with a favorable budget variance of \$500,100 or ten percent primarily from higher revenue and significantly lower personnel costs. Additionally, the district purchased a new engine which is eligible for reimbursement from the capital fund.

#### ENDING FUND BALANCES

CKFR Fund Name	Balance			
	Designation	March 2022	March 2021	Variance
	Assigned and			
General Operating	Unassigned	\$ 8,196,598	\$ 9,065,978	\$ (869,380)
General Operating	Committed	779,590	-	779,590
Liability Reserve	Assigned	3,102,687	3,092,995	9,692
Technical Rescue ILA	Restricted	29,454	65,736	(36,282)
Joint Training Consortium	Restricted	449,150	-	449,150
Debt Service, Bond	Restricted	759,971	316,751	443,220
Capital, Bond Projects	Restricted	27,994,442	29,766,419	(1,771,977)
Capital, Fire Mitigation	Restricted	413,980	412,687	1,293
Capital, Facilities	Committed	4,773,505	4,559,048	214,457
Capital, Apparatus & Equip.	Committed	3,346,293	3,055,329	290,964
<b>Total Balance of All Funds</b>		<b>\$ 49,845,670</b>	<b>\$ 50,334,943</b>	<b>\$ (489,273)</b>

*The list of fund balances now includes balance designations and separates committed amounts in the general fund.*

#### GENERAL FUND BUDGET VARIANCES

##### Revenues

Total revenues were favorably over budget by \$346,785 or 15.0% primarily from higher than expected tax receipts, mobilization revenue and external participant fees from the training academy. The mobilization revenue received in the current year is from activity last year and the



# CENTRAL KITSAP FIRE & RESCUE

large favorable variance should normalize by the end of summer. Tax revenues should normalize by year end, but academy participant revenue was not budgeted and will remain favorable during the year.

## Expenditures

Total expenditures were favorably under budget expectations by \$153,320 or 2.1%. However, \$880,125 for the purchase of a new engine is also included in this figure which is eligible for reimbursement from the capital apparatus and equipment fund.

Expenditures from operating activities were \$803,830 or 12.1% favorably under budget primarily from lower than anticipated personnel costs, operating supplies, training costs and contingency.

Salary and benefits costs were favorably under budget by \$396,285 or 7.4% due vacant positions. This variance will likely remain favorable during the year but narrow somewhat given the substantial number of recent new hires and position changes that became effective in April.

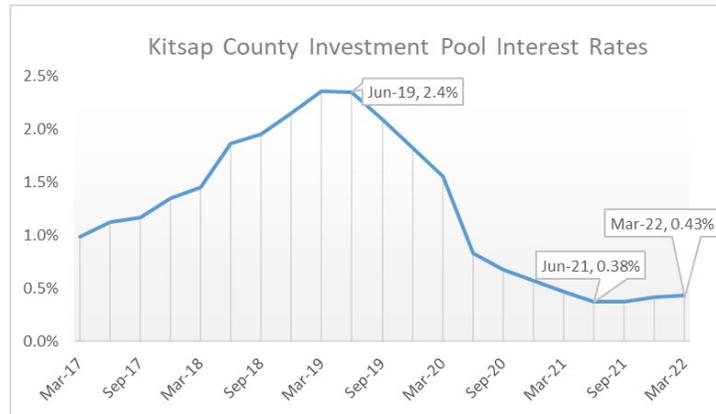
Expenses for office and operating supplies are favorably under budget by \$68,700 or 28.9% due to lower costs across most divisional budget line items including EMS supplies (\$19,745) which are under budget due in part to the delay in implementation the joint supply ordering with SKFR.

Training and travel costs are favorably under budget by \$133,040 or 25.4% primarily from lower-than-expected costs for recruit academy, administration, and operations (line staff) training costs.

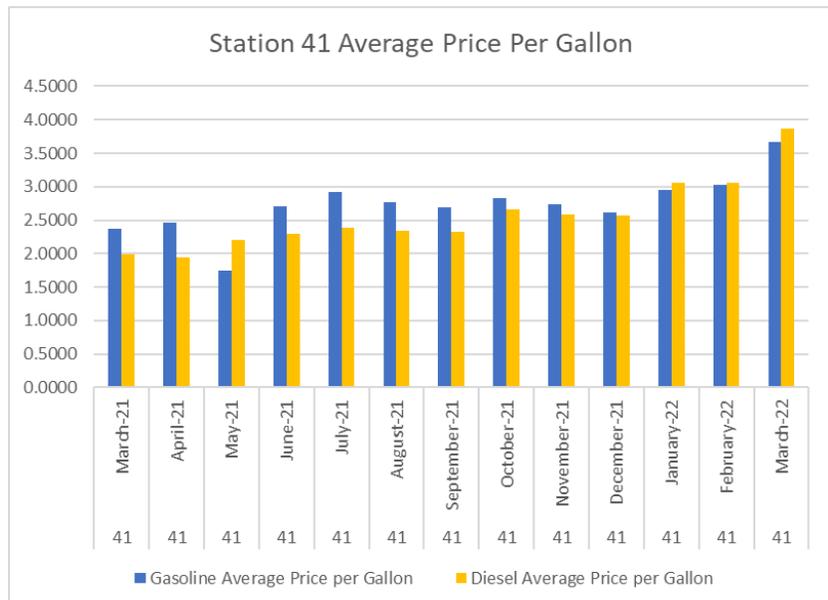
## CAPTIAL FACILITIES BOND

Page five of this report provides cost information by station for the capital bond project. Life-to-date expenditures are \$2,343,680.

The district is in the process of selecting a new municipal analyst for the second issuance.



*After reaching a low in June of 2021, interest rates and corresponding interest revenues have been increasing.*



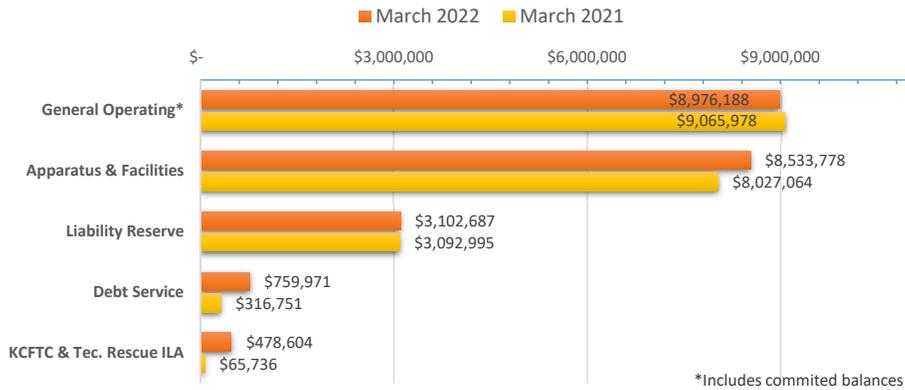
*Fuel prices have steadily increased over the past year. Gas and diesel prices climbed by 21% and 27% respectively from February to March 2022.*

**CENTRAL KITSAP FIRE & RESCUE**  
**Statement of Fund Resources and Uses Arising From Cash Transactions**  
**For The Three Months Ending March 31, 2022**

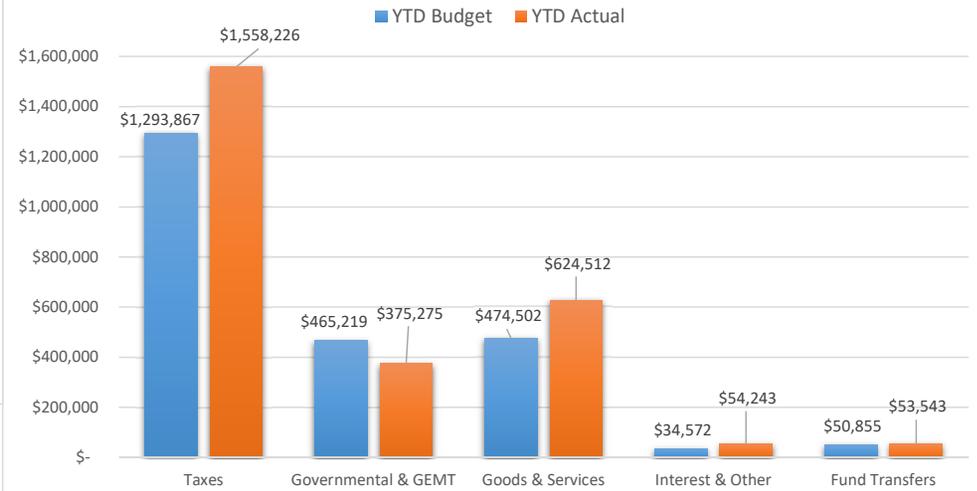
	Total Budget	YTD Budget	YTD Actual	YTD \$ Variance	YTD % Variance	Utilization Mar=25.0%
<b>GENERAL FUND - 001</b>						
<b>Revenue and Other Increases</b>						
Taxes	\$ 23,147,550	\$ 1,293,867	\$ 1,558,226	\$ 264,359	1.1%	6.7%
Intergovernmental Revenues	1,943,355	465,219	375,275	(89,944)	-19.3%	19.3%
Charges for Goods and Services	2,159,330	474,502	624,512	150,010	31.6%	28.9%
Interest and Other Earnings	103,040	22,697	15,126	(7,571)	-33.4%	14.7%
Subtotal Operating Revenues	<u>27,353,275</u>	<u>2,256,285</u>	<u>2,573,139</u>	<u>316,854</u>	<u>14.0%</u>	<u>9.4%</u>
Asset Sale Proceeds & Recoveries	15,000	3,125	17,360	14,235	455.5%	115.7%
Fund Transfers In	203,420	50,855	53,543	2,688	5.3%	26.3%
Non-Asset Related Recoveries	35,000	8,750	21,757	13,007	148.7%	62.2%
Subtotal Non-Operating Revenue	<u>253,420</u>	<u>62,730</u>	<u>92,660</u>	<u>29,930</u>	<u>47.7%</u>	<u>36.6%</u>
<b>Total Revenues and Other Increases</b>	<b><u>27,606,695</u></b>	<b><u>2,319,015</u></b>	<b><u>2,665,799</u></b>	<b><u>346,784</u></b>	<b><u>15.0%</u></b>	<b><u>9.7%</u></b>
<b>Expenditures and Other Decreases</b>						
Salaries and Wages	17,128,850	4,104,089	3,796,679	(307,410)	-7.5%	22.2%
Personnel Benefits	4,909,310	1,226,805	1,137,928	(88,877)	-7.2%	23.2%
Subtotal Salaries and Benefits	<u>22,038,160</u>	<u>5,330,894</u>	<u>4,934,607</u>	<u>(396,287)</u>	<u>-7.4%</u>	<u>22.4%</u>
Office and Operating Supplies	942,895	237,800	169,103	(68,697)	-28.9%	17.9%
Fuel Consumed	175,400	43,850	47,117	3,267	7.5%	26.9%
Small Tools and Minor Equipment	105,430	25,325	8,051	(17,274)	-68.2%	7.6%
Training and Travel	587,105	313,315	180,275	(133,040)	-42.5%	30.7%
Professional Services	892,055	286,538	217,323	(69,215)	-24.2%	24.4%
Communications	138,725	34,680	30,758	(3,922)	-11.3%	22.2%
Taxes, Operating Rentals and Leases	10,900	3,210	1,465	(1,745)	-54.4%	13.4%
Insurance	196,895	2,535	234	(2,301)	-90.8%	0.1%
Utility Services	169,650	61,625	31,272	(30,353)	-49.3%	18.4%
Repairs and Maintenance	619,535	153,742	165,085	11,343	7.4%	26.6%
Other Services and Contingency	535,325	145,670	50,064	(95,606)	-65.6%	9.4%
Subtotal Operating Expenses	<u>26,412,075</u>	<u>6,639,184</u>	<u>5,835,354</u>	<u>(803,830)</u>	<u>-12.1%</u>	<u>22.1%</u>
Capital Expenditures	1,644,460	672,791	1,323,302	650,511	96.7%	80.5%
Fund Transfers Out	300,950	-	-	-	-	0.0%
Subtotal Non-Operating Expenditures	<u>1,945,410</u>	<u>672,791</u>	<u>1,323,302</u>	<u>650,511</u>	<u>96.7%</u>	<u>68.0%</u>
<b>Total Expenditures and Other Decreases</b>	<b><u>28,357,485</u></b>	<b><u>7,311,975</u></b>	<b><u>7,158,656</u></b>	<b><u>(153,319)</u></b>	<b><u>-2.1%</u></b>	<b><u>25.2%</u></b>
Surplus (Deficit) From Operating Activity	941,200	(4,382,899)	(3,262,215)	1,120,684	-25.6%	
<b>Net Increase (Decrease) in Fund Balance</b>	<b><u>(750,790)</u></b>	<b><u>(4,992,960)</u></b>	<b><u>(4,492,857)</u></b>	<b><u>500,103</u></b>	<b><u>-10.0%</u></b>	
Beginning Fund Balance	13,469,045	13,469,045	13,469,045			
Less: Fund Commitments	(300,000)	(300,000)	(779,590)			
<b>Ending Fund Balance</b>	<b><u>\$ 12,418,255</u></b>	<b><u>\$ 8,176,085</u></b>	<b><u>\$ 8,196,598</u></b>	<b><u>\$ 20,513</u></b>	<b><u>0.3%</u></b>	

# CKFR Financial Snapshot - March 31, 2022

## Fund Balances



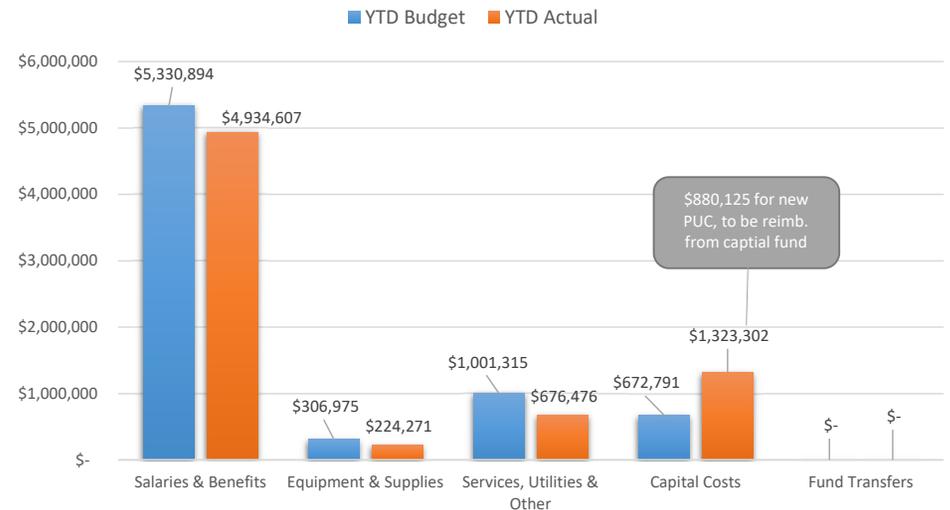
## General Fund Revenues and Other Increases



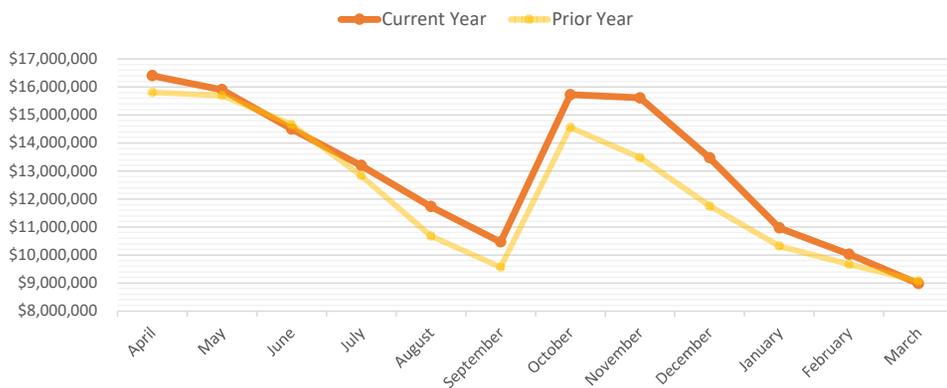
## Capital Facilities Bond



## General Fund Expenditures and Other Decreases



## General Fund Balance



**CKFR Capital Facilities Bond Expenditures  
Project Life-to-Date as of March 31, 2022**

Expense Type	General Bond Expense**	Station 41	Station 42	Station 45	Station 51	Station 52	Station 53	Station 56	Station 57	Station 64	Totals
<b>Administrative</b>											
Legal Fees	\$ 5,170	\$ -	\$ -	\$ 571	\$ -	\$ 5,282	\$ -	\$ -	\$ 165	\$ -	\$ 11,188
County Banking Fees	29,113	-	-	228	-	-	-	-	-	-	29,340
Underwriter & Issuance Fees	187,417	-	-	-	-	-	-	-	-	-	187,417
Application Fees	-	-	-	-	-	1,180	-	-	-	-	1,180
Miscellaneous	3,191	-	-	-	-	12,943	-	-	-	-	16,134
<b>Subtotal Administrative</b>	<b>224,891</b>	<b>-</b>	<b>-</b>	<b>799</b>	<b>-</b>	<b>19,405</b>	<b>-</b>	<b>-</b>	<b>165</b>	<b>-</b>	<b>245,259</b>
<b>Project Management</b>											
Project Manager Fees	77,783	-	-	6,831	-	23,773	-	-	-	-	108,386
CKFR Staff - AC Bond Projects	232,175	-	-	-	-	-	-	-	-	-	232,175
<b>Subtotal Project Management</b>	<b>309,958</b>	<b>-</b>	<b>-</b>	<b>6,831</b>	<b>-</b>	<b>23,773</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>340,562</b>
<b>Construction Soft Costs</b>											
Architect Fees*	24,996	4,153	9,538	538,688	54,382	791,738	6,181	35,934	116,753	6,430	1,588,792
Geotech & Civil Surveys	-	-	-	4,249	-	8,588	-	-	6,427	43,189	62,453
Other Site Evaluations	-	-	-	-	-	-	25,000	-	-	-	25,000
Permitting	-	-	-	24,393	-	35,133	-	-	10,081	-	69,606
<b>Subtotal Const. Soft Costs</b>	<b>24,996</b>	<b>4,153</b>	<b>9,538</b>	<b>567,329</b>	<b>54,382</b>	<b>835,459</b>	<b>31,181</b>	<b>35,934</b>	<b>133,261</b>	<b>49,619</b>	<b>1,745,851</b>
<b>Construction Hard Costs</b>											
Land Improvements / Site Prep	-	-	-	-	-	12,008	-	-	-	-	12,008
Building and Structures	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Const. Hard Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,008</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,008</b>
<b>Total Bond Costs</b>	<b>\$ 559,845</b>	<b>\$ 4,153</b>	<b>\$ 9,538</b>	<b>\$ 574,959</b>	<b>\$ 54,382</b>	<b>\$ 890,644</b>	<b>\$ 31,181</b>	<b>\$ 35,934</b>	<b>\$ 133,426</b>	<b>\$ 49,619</b>	<b>\$ 2,343,680</b>
*Cost may include other professional services (i.e. engineering) billed through the architect											
**Unallocated costs										Gross Interest Earned \$ 151,125	

## 2022 BUDGET POSITION

Central Kitsap Fire & Rescue

Time: 11:15:14 Date: 04/18/2022

Page: 1

### 001 GENERAL FUND

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	1,050,790.00	0.00	13,469,044.81	(12,418,254.81)	0.0%
310 Taxes	1,293,867.00	833,846.10	1,558,226.47	(264,359.47)	0.0%
330 Intergovernmental Revenues	465,219.00	84,678.10	375,274.70	89,944.30	19.3%
340 Charges For Goods & Services	474,502.99	280,810.07	624,511.85	(150,008.86)	0.0%
360 Interest & Other Earnings	22,697.00	6,029.17	15,126.33	7,570.67	33.4%
390 Other Financing Sources	3,125.00	0.00	17,360.00	(14,235.00)	0.0%
397 Interfund Transfers	50,855.01	17,143.69	53,543.22	(2,688.21)	0.0%
398 Insurance Recoveries	8,750.00	9,667.72	21,757.28	(13,007.28)	0.0%
<b>Fund Revenues:</b>	<b>3,369,806.00</b>	<b>1,232,174.85</b>	<b>16,134,844.66</b>	<b>(12,765,038.66)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
010 Admin Salaries	623,764.50	211,194.95	632,685.65	(8,921.15)	0.0%
020 Admin Benefits	202,194.50	71,805.12	189,481.51	12,712.99	6.3%
030 Admin Supplies	20,437.25	1,265.45	4,450.23	15,987.02	78.2%
040 Admin Professional Services	348,980.50	78,141.40	213,690.78	135,289.72	38.8%
210 Operations Salaries	3,249,844.75	1,024,804.49	2,942,385.24	307,459.51	9.5%
220 Operations Benefits	943,310.50	409,110.72	870,848.34	72,462.16	7.7%
230 Operations Supplies	182,075.58	67,794.43	149,098.10	32,977.48	18.1%
240 Operations Services	150,096.50	30,027.02	129,159.97	20,936.53	13.9%
310 Fire Prevention Salaries	21,576.25	7,633.79	22,901.37	(1,325.12)	0.0%
320 Fire Prevention Benefits	7,631.25	2,761.97	7,989.09	(357.84)	0.0%
330 Fire Prevention Supplies	6,725.00	0.00	0.00	6,725.00	100.0%
340 Fire Prevention Services	705.00	184.00	199.00	506.00	71.8%
440 Training Services-External	80,000.00	(403.85)	650.32	79,349.68	99.2%
451 Training Salaries	79,860.00	23,547.48	87,709.30	(7,849.30)	0.0%
452 Training Benefits	17,658.75	8,782.16	20,836.40	(3,177.65)	0.0%
453 Training Supplies	11,320.00	2,240.04	14,001.62	(2,681.62)	0.0%
454 Training Services- Internal	235,363.75	9,205.89	179,625.10	55,738.65	23.7%
510 Facilities Salaries	30,133.75	10,665.09	32,768.07	(2,634.32)	0.0%
520 Facilities Benefits	15,080.00	6,473.29	16,059.64	(979.64)	0.0%
530 Facilities Supplies	30,778.75	3,971.07	17,030.86	13,747.89	44.7%
540 Facilities Services	142,624.00	36,957.71	119,398.23	23,225.77	16.3%
610 Vehicle Maintenance Salaries	98,910.00	27,832.86	78,229.50	20,680.50	20.9%
620 Vehicle Maintenance Benefits	40,930.00	15,840.49	32,713.29	8,216.71	20.1%
630 Vehicle Maintenance Supplies	55,637.50	22,810.13	39,689.09	15,948.41	28.7%
640 Vehicle Maintenance Services	17,071.75	5,144.67	7,492.07	9,579.68	56.1%
740 Ambulance Billing Services	26,475.00	9,105.70	26,262.50	212.50	0.8%
<b>522 Fire Control</b>	<b>6,639,184.83</b>	<b>2,086,896.07</b>	<b>5,835,355.27</b>	<b>803,829.56</b>	<b>12.1%</b>
580 Non Expenditures	0.00	10,404.34	(0.74)	0.74	100.0%
594 Capital Expenditures	672,791.25	186,671.21	1,323,302.44	(650,511.19)	0.0%
999 Ending Balance	300,000.00	0.00	0.00	300,000.00	100.0%
<b>Fund Expenditures:</b>	<b>7,611,976.08</b>	<b>2,283,971.62</b>	<b>7,158,656.97</b>	<b>453,319.11</b>	<b>6.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>(4,242,170.08)</b>	<b>(1,051,796.77)</b>	<b>8,976,187.69</b>		

## 2022 BUDGET POSITION

Central Kitsap Fire & Rescue

Time: 11:15:14 Date: 04/18/2022

Page: 2

### 002 RESERVE-GENERAL LIABILITY FUND

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	3,100,875.00	0.00	3,100,263.11	611.89	0.0%
360 Interest & Other Earnings	3,350.00	1,132.70	3,035.80	314.20	9.4%
<b>Fund Revenues:</b>	<b>3,104,225.00</b>	<b>1,132.70</b>	<b>3,103,298.91</b>	<b>926.09</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	617.50	210.75	611.71	5.79	0.9%
<b>Fund Expenditures:</b>	<b>617.50</b>	<b>210.75</b>	<b>611.71</b>	<b>5.79</b>	<b>0.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>3,103,607.50</b>	<b>921.95</b>	<b>3,102,687.20</b>		

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### 003 TECH RESCUE ILA

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	71,195.00	0.00	58,849.48	12,345.52	17.3%
340 Charges For Goods & Services	0.00	3,300.00	3,300.00	(3,300.00)	0.0%
<b>Fund Revenues:</b>	<b>71,195.00</b>	<b>3,300.00</b>	<b>62,149.48</b>	<b>9,045.52</b>	<b>12.7%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
230 Operations Supplies	2,750.00	0.00	0.00	2,750.00	100.0%
340 Fire Prevention Services	825.00	565.85	565.85	259.15	31.4%
440 Training Services-External	5,650.00	3,050.00	24,885.00	(19,235.00)	0.0%
<b>522 Fire Control</b>	<b>9,225.00</b>	<b>3,615.85</b>	<b>25,450.85</b>	<b>(16,225.85)</b>	<b>0.0%</b>
594 Capital Expenditures	10,000.00	7,244.23	7,244.23	2,755.77	27.6%
<b>Fund Expenditures:</b>	<b>19,225.00</b>	<b>10,860.08</b>	<b>32,695.08</b>	<b>(13,470.08)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>51,970.00</b>	<b>(7,560.08)</b>	<b>29,454.40</b>		

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Central Kitsap Fire & Rescue

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### 004 KITSAP COUNTY JOINT TRAINING CONSORT

Revenues	Amt Budgeted	March	YTD	Remaining	
340 Charges For Goods & Services	459,680.00	34,063.00	459,678.00	2.00	0.0%
<b>Fund Revenues:</b>	<b>459,680.00</b>	<b>34,063.00</b>	<b>459,678.00</b>	<b>2.00</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	105,420.00	1,475.47	10,527.67	94,892.33	90.0%
591 Debt Service - Principal Repayment	4,500.00	0.00	0.00	4,500.00	100.0%
594 Capital Expenditures	3,750.00	0.00	0.00	3,750.00	100.0%
<b>Fund Expenditures:</b>	<b>113,670.00</b>	<b>1,475.47</b>	<b>10,527.67</b>	<b>103,142.33</b>	<b>90.7%</b>
<b>Fund Excess/(Deficit):</b>	<b>346,010.00</b>	<b>32,587.53</b>	<b>449,150.33</b>		

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### 202 FACILITIES BOND DEBT SERVICE

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	280,160.00	0.00	521,455.99	(241,295.99)	0.0%
310 Taxes	199,110.00	125,301.44	234,059.82	(34,949.82)	0.0%
330 Intergovernmental Revenues	0.00	0.00	4,002.43	(4,002.43)	0.0%
360 Interest & Other Earnings	1,515.00	233.18	563.79	951.21	62.8%
<b>Fund Revenues:</b>	<b>480,785.00</b>	<b>125,534.62</b>	<b>760,082.03</b>	<b>(279,297.03)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	280.00	43.39	111.65	168.35	60.1%
<b>Fund Expenditures:</b>	<b>280.00</b>	<b>43.39</b>	<b>111.65</b>	<b>168.35</b>	<b>60.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>480,505.00</b>	<b>125,491.23</b>	<b>759,970.38</b>		

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### 305 CAPITAL- APPARATUS/EQUIPMENT FUND

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	3,372,790.00	0.00	3,343,678.62	29,111.38	0.9%
360 Interest & Other Earnings	3,907.50	1,221.64	3,274.17	633.33	16.2%
<b>Fund Revenues:</b>	<b>3,376,697.50</b>	<b>1,221.64</b>	<b>3,346,952.79</b>	<b>29,744.71</b>	<b>0.9%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	781.25	227.30	659.74	121.51	15.6%
594 Capital Expenditures	950,000.00	0.00	0.00	950,000.00	100.0%
<b>Fund Expenditures:</b>	<b>950,781.25</b>	<b>227.30</b>	<b>659.74</b>	<b>950,121.51</b>	<b>99.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>2,425,916.25</b>	<b>994.34</b>	<b>3,346,293.05</b>		

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### 310 CAPITAL- FACILITIES FUND

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	3,081,135.00	0.00	4,769,775.52	(1,688,640.52)	0.0%
360 Interest & Other Earnings	4,937.50	1,742.67	4,670.61	266.89	5.4%
<b>Fund Revenues:</b>	<b>3,086,072.50</b>	<b>1,742.67</b>	<b>4,774,446.13</b>	<b>(1,688,373.63)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	911.25	324.24	941.11	(29.86)	0.0%
594 Capital Expenditures	750,000.00	0.00	0.00	750,000.00	100.0%
<b>Fund Expenditures:</b>	<b>750,911.25</b>	<b>324.24</b>	<b>941.11</b>	<b>749,970.14</b>	<b>99.9%</b>
<b>Fund Excess/(Deficit):</b>	<b>2,335,161.25</b>	<b>1,418.43</b>	<b>4,773,505.02</b>		

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### 315 CAPITAL-FIRE MITIGATION AGREEMENT FUN

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	414,880.00	0.00	413,656.48	1,223.52	0.3%
360 Interest & Other Earnings	516.25	151.13	405.05	111.20	21.5%
<b>Fund Revenues:</b>	<b>415,396.25</b>	<b>151.13</b>	<b>414,061.53</b>	<b>1,334.72</b>	<b>0.3%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	103.75	28.12	81.62	22.13	21.3%
<b>Fund Expenditures:</b>	<b>103.75</b>	<b>28.12</b>	<b>81.62</b>	<b>22.13</b>	<b>21.3%</b>
<b>Fund Excess/(Deficit):</b>	<b>415,292.50</b>	<b>123.01</b>	<b>413,979.91</b>		

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### 325 FACILITIES BOND PROJECT FUND

Revenues	Amt Budgeted	March	YTD	Remaining	
308 Beginning Balances	28,310,555.00	0.00	28,470,414.47	(159,859.47)	0.0%
360 Interest & Other Earnings	28,476.25	10,290.12	27,722.34	753.91	2.6%
<b>Fund Revenues:</b>	<b>28,339,031.25</b>	<b>10,290.12</b>	<b>28,498,136.81</b>	<b>(159,105.56)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	March	YTD	Remaining	
522 Fire Control	5,378.75	1,914.57	5,587.42	(208.67)	0.0%
594 Capital Expenditures	5,148,383.75	314,691.51	444,563.90	4,703,819.85	91.4%
597 Interfund Transfers	50,855.01	17,143.69	53,543.22	(2,688.21)	0.0%
<b>Fund Expenditures:</b>	<b>5,204,617.51</b>	<b>333,749.77</b>	<b>503,694.54</b>	<b>4,700,922.97</b>	<b>90.3%</b>
<b>Fund Excess/(Deficit):</b>	<b>23,134,413.74</b>	<b>(323,459.65)</b>	<b>27,994,442.27</b>		

# TREASURER'S REPORT

## Fund Totals

Central Kitsap Fire & Rescue

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 GENERAL FUND	10,027,984.46	1,232,174.85	2,283,971.62	8,976,187.69	101,165.42	749,968.87	-1,414.11	9,825,907.87
002 RESERVE-GENERAL LIABILITY FUND	3,101,765.25	1,132.70	210.75	3,102,687.20	0.00	0.00	0.00	3,102,687.20
003 TECH RESCUE ILA	37,014.48	3,300.00	10,860.08	29,454.40	0.00	0.00	0.00	29,454.40
004 KITSAP COUNTY JOINT TRAINING CONSORTIUM	416,562.80	34,063.00	1,475.47	449,150.33	0.00	0.00	0.00	449,150.33
202 FACILITIES BOND DEBT SERVICE	634,479.15	125,534.62	43.39	759,970.38	0.00	0.00	0.00	759,970.38
305 CAPITAL- APPARATUS/EQUIPMENT FUND	3,345,298.71	1,221.64	227.30	3,346,293.05	0.00	0.00	0.00	3,346,293.05
310 CAPITAL- FACILITIES FUND	4,772,086.59	1,742.67	324.24	4,773,505.02	0.00	0.00	0.00	4,773,505.02
315 CAPITAL-FIRE MITIGATION AGREEMENT FUND	413,856.90	151.13	28.12	413,979.91	0.00	0.00	0.00	413,979.91
325 FACILITIES BOND PROJECT FUND	28,317,901.92	10,290.12	333,749.77	27,994,442.27	64,703.94	0.00	0.00	28,059,146.21
	<u>51,066,950.26</u>	<u>1,409,610.73</u>	<u>2,630,890.74</u>	<u>49,845,670.25</u>	<u>165,869.36</u>	<u>749,968.87</u>	<u>-1,414.11</u>	<u>50,760,094.37</u>

# TREASURER'S REPORT

## Account Totals

Central Kitsap Fire & Rescue

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Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 COUNTY CHECKING	51,065,618.39	1,390,054.31	2,610,318.28	49,845,354.42	-1,414.11	165,869.36	50,009,809.67
5 CASH ON HAND	1,016.04	84,620.49	85,636.53	0.00	0.00	0.00	0.00
10 PAYROLL ACCOUNT	315.83	1,829,206.81	1,829,206.81	315.83	0.00	749,968.87	750,284.70
Total Cash:	<u>51,066,950.26</u>	<u>3,303,881.61</u>	<u>4,525,161.62</u>	<u>49,845,670.25</u>	<u>-1,414.11</u>	<u>915,838.23</u>	<u>50,760,094.37</u>
	51,066,950.26	3,303,881.61	4,525,161.62	49,845,670.25	-1,414.11	915,838.23	50,760,094.37

# TREASURER'S REPORT

## Outstanding Vouchers

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2019	2896	08/26/2019	Claims	1	33159	RUTH MORLEY	76.98	Medic Transport Overpayment
2020	1841	06/22/2020	Claims	1	34318	WHOLESALE ONLINE GROUP LLC	271.41	Goggles
2021	2772	09/27/2021	Claims	1	35872	PAULA SMITH	250.00	Medic Transport Overpayment
2022	622	03/14/2022	Claims	1	36413	DALTON MOTOR GRAPHICS	3,716.90	Graphics Package For T56 And T41
2022	642	03/14/2022	Claims	1	36433	NOVUS N/W AUTO GLASS	59.90	Windshield Repair
2022	659	03/14/2022	Claims	1	36450	SPRINGBROOK NATIONAL USER GROUP	2,400.00	2022 Conference - Kamphaus, Robnett, Sanchez
2022	859	03/28/2022	Claims	1	36462	AIR MANAGEMENT SOLUTIONS LLC	7,936.51	Apparatus Bay Heater Replacement
2022	860	03/28/2022	Claims	1	36463	ALL BATTERY SALES & SERVICE	387.88	Batteries
2022	861	03/28/2022	Claims	1	36464	ASSOCIATED PETROLEUM PRODUCTS INC	10,622.49	Gas & Diesel Fuel
2022	862	03/28/2022	Claims	1	36465	BAGWELL & HARVEY, PLLC	1,975.00	General Counsel
2022	863	03/28/2022	Claims	1	36466	BRAUN NORTHWEST INC	131.56	Switch
2022	864	03/28/2022	Claims	1	36467	BRONCO ELECTRIC INC	2,447.33	Replace Flag Pole Light, Install Electrical Circuit
2022	865	03/28/2022	Claims	1	36468	CENTURYLINK BUSINESS SERVICES	43.60	Admin Alarm Panel Service
2022	866	03/28/2022	Claims	1	36469	CENTURYLINK	248.45	Phone Service
2022	867	03/28/2022	Claims	1	36470	CENTURYLINK	1,540.97	Phone Service
2022	868	03/28/2022	Claims	1	36471	JEFFREY M DENTON	206.50	Per Diem - Fire Mechanics Conference
2022	869	03/28/2022	Claims	1	36472	GLEN F DOYLE	350.00	Locate Water Leak
2022	870	03/28/2022	Claims	1	36473	JOSEPH EBERLE	206.50	Per Diem - Fire Mechanics Conference
2022	871	03/28/2022	Claims	1	36474	FIRST CHOICE HEALTH NETWORK	31.04	EAP Services
2022	872	03/28/2022	Claims	1	36475	FITNESS INSTALLERS & TECHNICIANS INC	1,846.66	Preventative Maintenance
2022	873	03/28/2022	Claims	1	36476	FWR DIST, INC	461.58	DPF Cleaning
2022	874	03/28/2022	Claims	1	36477	GRAINGER	31.09	Chemical Hazards Guide Book
2022	875	03/28/2022	Claims	1	36478	GRESHAM PUMP AND DRILLING, INC	12,007.71	Decommissioning Well
2022	876	03/28/2022	Claims	1	36479	HIS HANDS LAWN CARE & SERVICES INC	4,995.94	Lawn Care Contract
2022	877	03/28/2022	Claims	1	36480	HUGHES FIRE EQUIPMENT INC	3,728.70	Air Control Valve Assembly; Drivers Seat Belt; Hose Stabilizer Kit, Power Steering Oil
2022	878	03/28/2022	Claims	1	36481	TAMMY L KAMPHAUS	148.00	Per Diem - SBX Conference
2022	879	03/28/2022	Claims	1	36482	KEATING, BUCKLIN & MCCORMACK, INC. P.S.	3,751.50	External Workplace Investigation
2022	880	03/28/2022	Claims	1	36483	ERIC C KEIM	262.40	Per Diem - New Frontier Emergency Medicine Symposium
2022	881	03/28/2022	Claims	1	36484	KITSAP PUD #1	3,000.00	Tele-Contract Services
2022	882	03/28/2022	Claims	1	36485	KITSAP READINESS CENTER JOINT MANAGEMENT	12,000.00	2022 Annual Fees Per Agreement
2022	883	03/28/2022	Claims	1	36486	KROESEN'S INC	7,408.59	Uniform Pants, Uniform Shirts, Uniform Jackets, Embroidery
2022	884	03/28/2022	Claims	1	36487	KRONOS INCORPORATED	5,228.15	IVR Service; Licenses For New Hires

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2022	885	03/28/2022	Claims	1	36488	LIFE ASSIST INC	1,982.70	Medical Supplies
2022	886	03/28/2022	Claims	1	36489	ILEANA R LIMARZI	172.50	Per Diem - Government Social Media Conference
2022	887	03/28/2022	Claims	1	36490	LN CURTIS & SONS	773.14	Bullard Tic Battery; Water Shutoff Tool
2022	888	03/28/2022	Claims	1	36491	MES - NORTHWEST	1,979.41	Wildland Bags
2022	889	03/28/2022	Claims	1	36492	PACIFIC OFFICE AUTOMATION	402.93	Copier Lease And Usage Charges
2022	890	03/28/2022	Claims	1	36493	PERKINS COIE LLP	406.00	Bond Project Legal Counsel
2022	891	03/28/2022	Claims	1	36494	RICE FERGUS MILLER INC	52,290.23	Professional Services - Construction Documents, Procurement, Construction Administration, Schematic Design
2022	892	03/28/2022	Claims	1	36495	HEIDI L ROBNETT	148.00	Per Diem - SBX Conference
2022	893	03/28/2022	Claims	1	36496	ROMAINE ELECTRIC CORP	392.49	Volt Regulator
2022	894	03/28/2022	Claims	1	36497	AMY D SANCHEZ	148.00	Per Diem - SBX Conference
2022	895	03/28/2022	Claims	1	36498	DANIEL SCHOLD	126.10	LEOFF 1 Medical Reimbursement
2022	896	03/28/2022	Claims	1	36499	SEATTLE AUTOMOTIVE DISTRIBUTING INC	89.70	Blower Motor Resistor; Sensor Tire Pressure
2022	897	03/28/2022	Claims	1	36500	SHI INTERNATIONAL CORP	1,181.94	Office 365 Licenses
2022	898	03/28/2022	Claims	1	36501	SIGNIX, INC	500.00	Remote Online Notarization Service - Luisi, Prince
2022	899	03/28/2022	Claims	1	36502	SNURE LAW OFFICE PSC	68.75	Legal Services
2022	900	03/28/2022	Claims	1	36503	STADRI INC	779.98	Embroidered Patches
2022	901	03/28/2022	Claims	1	36504	STERICYCLE INC	169.34	Medical Waste
2022	902	03/28/2022	Claims	1	36505	SUMMIT LAW GROUP PLLC	1,007.00	Legal - General Labor
2022	903	03/28/2022	Claims	1	36506	TRANE US INC	821.46	HVAC Repair
2022	904	03/28/2022	Claims	1	36507	TRUSTEED PLANS SERVICE CORPORATION	2,039.02	April 2022 Retiree Medical
2022	905	03/28/2022	Claims	1	36508	TSI INCORPORATED	637.06	Alcohol Cart, Fit Test Adapter Kit
2022	906	03/28/2022	Claims	1	36509	UNIQUE EXPERIENCE	6,524.81	Uniforms, Logo, Embroidery
2022	907	03/28/2022	Claims	1	36510	VALLEY FREIGHTLINER INC	596.07	Filters; Clamps & Gaskets For DPF Replacement
2022	908	03/28/2022	Claims	1	36511	VERIZON WIRELESS	3,061.23	Cell Phones
2022	909	03/28/2022	Claims	1	36512	WAVE BROADBAND	1,060.40	High Speed Internet
2022	910	03/28/2022	Claims	1	36513	WESTBAY AUTO PARTS	737.76	Auto Parts
							165,869.36	
2022	842	03/31/2022	Payroll	10	EFT	WA ST DEPT OF RETIREMENT SYSTEMS	22,600.17	Pay Cycle(s) 03/31/2022 To 03/31/2022 - 457 - DRS M; Pay Cycle(s) 03/31/2022 To 03/31/2022 - 457 - DRS NM
2022	841	03/31/2022	Payroll	10	EFT	WA ST DEPT OF RETIREMENT (EFT)	182,064.10	Pay Cycle(s) 03/31/2022 To 03/31/2022 - LEOFF 2; Pay Cycle(s) 03/31/2022 To 03/31/2022 - PERS 2; Pay Cycle(s) 03/31/2022 To 03/31/2022 - PERS 3

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2022	840	03/31/2022	Payroll	10	EFT	WA ST DEPT OF LABOR & INDUSTRIES	130,892.09	1ST Quarter L&I: 01/01/2022 - 03/31/2022
2022	839	03/31/2022	Payroll	10	EFT	VOYA INSTITUTIONAL TRUST COMPANY	8,441.00	Pay Cycle(s) 03/31/2022 To 03/31/2022 - ROTH - VOYA
2022	838	03/31/2022	Payroll	10	EFT	VOYA INSTITUTIONAL TRUST COMPANY	102,423.06	Pay Cycle(s) 03/31/2022 To 03/31/2022 - 457 - VOYA M; Pay Cycle(s) 03/31/2022 To 03/31/2022 - 457 - VOYA NM
2022	837	03/31/2022	Payroll	10	EFT	VOYA INSTITUTIONAL TRUST COMPANY	5,200.00	Pay Cycle(s) 03/31/2022 To 03/31/2022 - 401A - Voya
2022	830	03/31/2022	Payroll	10	EFT	EMPLOYMENT SECURITY DEPARTMENT - PFML	21,699.49	Pay Cycle(s) 01/01/2022 To 03/31/2022 - PFML
2022	827	03/31/2022	Payroll	10	EFT	AMERICAN FAMILY LIFE (AFLAC)	3,058.82	Pay Cycle(s) 03/31/2022 To 03/31/2022 - AFLAC (No TX); Pay Cycle(s) 03/31/2022 To 03/31/2022 - AFLAC (TX)
2019	2749	08/30/2019	Payroll	10	101919	CHRISTOPHER A GRIJALVA	457.13	August 2019 Payroll
2022	483	02/28/2022	Payroll	10	102240	HAILI J MATLOCK	268.46	February 2022 Payroll
2022	566	02/28/2022	Payroll	10	102242	FIRST CHOICE HEALTH NETWORK	219.22	Pay Cycle(s) 02/28/2022 To 02/28/2022 - EAP
2022	698	03/31/2022	Payroll	10	102249	CALEB D BRYANT	1,381.98	March 2022 Payroll
2022	845	03/31/2022	Payroll	10	102250	CHAPTER 13 TRUSTEE	700.00	Pay Cycle(s) 03/31/2022 To 03/31/2022 - GARNISHMENT
2022	846	03/31/2022	Payroll	10	102251	FIRST CHOICE HEALTH NETWORK	259.96	Pay Cycle(s) 03/31/2022 To 03/31/2022 - EAP
2022	847	03/31/2022	Payroll	10	102252	THE HARTFORD	7,479.47	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Disability Insurance
2022	848	03/31/2022	Payroll	10	102253	TRUSTEED PLANS SERVICE CORPORATION	243,452.68	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Medical BUB; Pay Cycle(s) 03/31/2022 To 03/31/2022 - Medical NUBUB; Pay Cycle(s) 03/31/2022 To 03/31/2022 - Medical MGMT
2022	849	03/31/2022	Payroll	10	102254	WCIF- STANDARD ACCIDENT	92.40	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Life Insurance ADD
2022	850	03/31/2022	Payroll	10	102255	WCIF- STANDARD BASIC LIFE	357.20	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Life Insurance
2022	851	03/31/2022	Payroll	10	102256	WCIF- STANDARD VTL	895.14	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Life Insurance VTL
2022	852	03/31/2022	Payroll	10	102257	WCIF- WASHINGTON DENTAL SERVICES	18,026.50	Pay Cycle(s) 03/31/2022 To 03/31/2022 - Dental
							749,968.87	
							915,838.23	

TREASURER'S REPORT  
Outstanding Vouchers

Central Kitsap Fire & Rescue

As Of: 03/31/2022 Date: 04/18/2022  
Time: 11:48:05 Page: 6

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
<b>Fund</b>								
						Claims	Payroll	Total
						101,165.42	749,968.87	851,134.29
						64,703.94	0.00	64,703.94
						165,869.36	749,968.87	915,838.23

TREASURER'S REPORT

Signature Page

Central Kitsap Fire & Rescue

Time: 11:48:05 Date: 04/18/2022

03/01/2022 To: 03/31/2022

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We the undersigned officers for Central Kitsap Fire & Rescue have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:  04/18/22  
Finance Director / Date

Signed: \_\_\_\_\_  
Fire Chief / Date

# BANK RECONCILIATION

Central Kitsap Fire & Rescue

Time: 12:02:02 Date: 04/18/2022

03/01/2022 To: 03/31/2022

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## 5 CASH ON HAND

Date	Balance Forward
02/28/2022	1,016.04
03/01/2022	83.78
03/02/2022	42.70
03/03/2022	1,828.64
03/08/2022	30.30
03/09/2022	43.68
03/10/2022	25.00
03/16/2022	3,231.48
03/17/2022	700.00
03/23/2022	6,064.31
03/25/2022	67,363.00
03/30/2022	5,207.60
<b>Total Credits:</b>	<b>85,636.53</b>

Year	Trans#	Date	Type	Chk#	Vendor	
2022	596	03/01/2022	Withdrav		Deposit CT #205776	1,016.04
2022	609	03/04/2022	Withdrav		Deposit CT #205869	1,955.12
2022	680	03/11/2022	Withdrav		Deposit CT #206065	98.98
2022	855	03/17/2022	Withdrav		Deposit CT #206197	3,231.48
2022	857	03/18/2022	Withdrav		Deposit CT #206218	700.00
2022	920	03/24/2022	Withdrav		Deposit CT #206366	6,064.31
2022	925	03/28/2022	Withdrav		Deposit CT #206445	67,363.00
2022	935	03/31/2022	Withdrav		Deposit CT #206555	5,207.60
<b>Total Debits:</b>						<b>85,636.53</b>
Reconciled Bank Balance:						0.00
Outstanding Credits:						
Outstanding Debits:						
Reconciled Book Balance:						

This Bank Reconciliation has been performed by:  04/18/22,  
 (Signature & Date)

Reviewed by: \_\_\_\_\_,  
 (Signature & Date)

# BANK RECONCILIATION

Central Kitsap Fire & Rescue

Time: 12:01:30 Date: 04/18/2022

03/01/2022 To: 03/31/2022

Page: 1

## 1 COUNTY CHECKING

Date	Balance Forward	51,153,650.29
02/28/2022		6,466.54
03/01/2022		10,429.17
03/02/2022		9,539.52
03/03/2022		7,140.50
03/04/2022		60,426.76
03/07/2022		13,499.46
03/08/2022		864.85
03/09/2022		6,573.67
03/10/2022		4,432.49
03/11/2022		38,704.52
03/14/2022		1,057.65
03/15/2022		686.65
03/16/2022		8,233.33
03/17/2022		14,835.37
03/18/2022		106,953.78
03/21/2022		314.39
03/22/2022		2,116.98
03/23/2022		16,828.17
03/24/2022		7,577.87
03/25/2022		20,052.28
03/28/2022		68,245.11
03/29/2022		4,298.34
03/31/2022		985,829.34
	Total Credits:	1,395,106.74

Year	Trans#	Date	Type	Chk#	Vendor	
2022	295	02/14/2022	Claims	36300	AMERICAN PAYROLL INSTITUTE, INC	275.00
2022	306	02/14/2022	Claims	36311	EMPACT NORTHWEST	5,795.00
2022	322	02/14/2022	Claims	36327	NOVUS N/W AUTO GLASS	59.90
2022	331	02/14/2022	Claims	36336	ROTARY CLUB OF SILVERDALE	175.00
2022	383	02/28/2022	Claims	36363	AIRGAS USA LLC	135.79
2022	384	02/28/2022	Claims	36364	ALLIANCE 2020, INC	235.90
2022	385	02/28/2022	Claims	36365	ASSOCIATED PETROLEUM PRODUCTS INC	6,326.30
2022	386	02/28/2022	Claims	36366	BAGWELL & HARVEY, PLLC	1,685.00
2022	387	02/28/2022	Claims	36367	MARJORIE BILICK	650.00
2022	388	02/28/2022	Claims	36368	BREM-AIR DISPOSAL INC	565.85
2022	389	02/28/2022	Claims	36369	CENTURYLINK BUSINESS SERVICES	46.01
2022	390	02/28/2022	Claims	36370	CENTURYLINK	392.41
2022	391	02/28/2022	Claims	36371	CENTURYLINK	1,348.35
2022	392	02/28/2022	Claims	36372	COMMERCIAL BRAKE & CLUTCH INC	162.02
2022	393	02/28/2022	Claims	36373	FIRST CHOICE HEALTH NETWORK	32.98
2022	394	02/28/2022	Claims	36374	GRAINGER	21.24
2022	395	02/28/2022	Claims	36375	HIS HANDS LAWN CARE & SERVICES INC	4,995.94
2022	396	02/28/2022	Claims	36376	HUGHES FIRE EQUIPMENT INC	1,408.28
2022	397	02/28/2022	Claims	36377	KEATING, BUCKLIN & MCCORMACK, INC. P.S.	1,769.00
2022	398	02/28/2022	Claims	36378	KITSAP COUNTY TREASURER	25.70
2022	399	02/28/2022	Claims	36379	KITSAP PUD #1	6,000.00
2022	400	02/28/2022	Claims	36380	KROESEN'S INC	1,822.31
2022	401	02/28/2022	Claims	36381	KUSSMAUL ELECTRONICS CO INC	798.57
2022	402	02/28/2022	Claims	36382	LAWSON PRODUCTS INC	254.80
2022	403	02/28/2022	Claims	36383	LIFE ASSIST INC	3,207.30
2022	404	02/28/2022	Claims	36384	MES - NORTHWEST	941.02
2022	405	02/28/2022	Claims	36385	MICHIGAN URBAN SEARCH AND RESCUE	21,835.00
2022	406	02/28/2022	Claims	36386	MULTICARE HEALTH SYSTEM	12,211.00
2022	407	02/28/2022	Claims	36387	NEXVORTEX, INC	763.79
2022	408	02/28/2022	Claims	36388	OFFICE DEPOT	756.59

# BANK RECONCILIATION

Central Kitsap Fire & Rescue

Time: 12:01:30 Date: 04/18/2022

03/01/2022 To: 03/31/2022

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Year	Trans#	Date	Type	Chk#	Vendor	
2022	409	02/28/2022	Claims	36389	PACIFIC OFFICE AUTOMATION	292.14
2022	410	02/28/2022	Claims	36390	PERKINS COIE LLP	1,102.00
2022	411	02/28/2022	Claims	36391	PLATT	207.15
2022	412	02/28/2022	Claims	36392	DANIEL SCHOLD	126.10
2022	413	02/28/2022	Claims	36393	SEATTLE AUTOMOTIVE DISTRIBUTING INC	20.01
2022	414	02/28/2022	Claims	36394	SHANK, DEAN	221.10
2022	415	02/28/2022	Claims	36395	SILVERDALE WATER DISTRICT	3,306.59
2022	416	02/28/2022	Claims	36396	TITUS-WILL FORD	169.44
2022	417	02/28/2022	Claims	36397	TRUSTEED PLANS SERVICE CORPORATION	2,039.02
2022	418	02/28/2022	Claims	36398	VERIZON WIRELESS	7,497.28
2022	419	02/28/2022	Claims	36399	WASHINGTON FIRE CHIEFS	2,300.00
2022	420	02/28/2022	Claims	36400	WASHINGTON FIRE COMMISSIONERS ASSOCIATIO	380.00
2022	421	02/28/2022	Claims	36401	WAVE BROADBAND	1,453.44
2022	422	02/28/2022	Claims	36402	WESTBAY AUTO PARTS	89.73
2022	611	03/14/2022	Claims		WA ST DEPT OF REVENUE	1,068.50
2022	612	03/14/2022	Claims	36403	AIRGAS USA LLC	286.89
2022	613	03/14/2022	Claims	36404	ALL BATTERY SALES & SERVICE	810.63
2022	614	03/14/2022	Claims	36405	ALL SAFE INDUSTRIES, INC	7,244.23
2022	615	03/14/2022	Claims	36406	ARAMARK	122.80
2022	616	03/14/2022	Claims	36407	ASSOCIATED PETROLEUM PRODUCTS INC	7,234.55
2022	617	03/14/2022	Claims	36408	BERSCHAUER GROUP INC	189,589.15
2022	618	03/14/2022	Claims	36409	BREM-AIR DISPOSAL INC	840.28
2022	619	03/14/2022	Claims	36410	CENTURYLINK	267.94
2022	620	03/14/2022	Claims	36411	AARON COBB	1,897.59
2022	621	03/14/2022	Claims	36412	COMMERCIAL BRAKE & CLUTCH INC	1,161.05
2022	623	03/14/2022	Claims	36414	DATA DRIVEN SAFETY, LLC	190.30
2022	624	03/14/2022	Claims	36415	DATEC, INC	73,427.86
2022	625	03/14/2022	Claims	36416	DAVID GEORGE DREXLER	190.00
2022	626	03/14/2022	Claims	36417	E & F RECOVERY LLC	450.00
2022	627	03/14/2022	Claims	36418	EGM, INC.	1,400.00
2022	628	03/14/2022	Claims	36419	EMPACT NORTHWEST	2,045.00
2022	629	03/14/2022	Claims	36420	FRAMEWORK LLC	558.00
2022	630	03/14/2022	Claims	36421	GCR TIRES & SERVICE	6,235.51
2022	631	03/14/2022	Claims	36422	GILCHRIST CHEVROLET INC	418.96
2022	632	03/14/2022	Claims	36423	GRAINGER	249.97
2022	633	03/14/2022	Claims	36424	WILLIAM K GREEN	358.80
2022	634	03/14/2022	Claims	36425	KITSAP 911 PUBLIC AUTHORITY	14,915.00
2022	635	03/14/2022	Claims	36426	KITSAP PUD #1	612.28
2022	636	03/14/2022	Claims	36427	KROESEN'S INC	6,933.48
2022	637	03/14/2022	Claims	36428	LAWSON PRODUCTS INC	109.05
2022	638	03/14/2022	Claims	36429	LIFE ASSIST INC	2,861.20
2022	639	03/14/2022	Claims	36430	LN CURTIS & SONS	948.41
2022	640	03/14/2022	Claims	36431	MES - NORTHWEST	10,341.01
2022	641	03/14/2022	Claims	36432	NEXVORTEX, INC	723.49
2022	643	03/14/2022	Claims	36434	OFFICE DEPOT	833.92
2022	644	03/14/2022	Claims	36435	OLYMPIC SPRINGS	164.64
2022	645	03/14/2022	Claims	36436	PACIFIC OFFICE AUTOMATION	170.80
2022	646	03/14/2022	Claims	36437	PAPE MACHINERY INC	383.03
2022	647	03/14/2022	Claims	36438	PUGET SOUND ENERGY	8,290.44
2022	649	03/14/2022	Claims	36440	REPROSPACE, LLC	266.20
2022	650	03/14/2022	Claims	36441	RICE FERGUS MILLER INC	55,754.79
2022	651	03/14/2022	Claims	36442	ROMAINE ELECTRIC CORP	1,339.45
2022	652	03/14/2022	Claims	36443	SAM BROWN SHIELDS INC	373.00
2022	653	03/14/2022	Claims	36444	SCGI STUART CONSULTING GROUP	5,000.00
2022	654	03/14/2022	Claims	36445	SEA-WESTERN FIRE APPARATUS & EQUIPMENT	2,780.50
2022	655	03/14/2022	Claims	36446	SEATTLE AUTOMOTIVE DISTRIBUTING INC	54.44
2022	656	03/14/2022	Claims	36447	SHANK, DEAN	688.10
2022	657	03/14/2022	Claims	36448	SHI INTERNATIONAL CORP	16,954.29
2022	658	03/14/2022	Claims	36449	SIDER & BYERS ASSOCIATES, INC	80.00

# BANK RECONCILIATION

Central Kitsap Fire & Rescue

Time: 12:01:30 Date: 04/18/2022

03/01/2022 To: 03/31/2022

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Year	Trans#	Date	Type	Chk#	Vendor	
2022	660	03/14/2022	Claims	36451	SUMMIT LAW GROUP PLLC	504.00
2022	661	03/14/2022	Claims	36452	SYSTEMS DESIGN WEST, LLC	9,105.70
2022	662	03/14/2022	Claims	36453	TRANE US INC	3,598.09
2022	663	03/14/2022	Claims	36454	US BANK CORPORATE PAYMENT SYSTEM	30,806.84
2022	664	03/14/2022	Claims	36455	VALLEY FREIGHTLINER INC	98.91
2022	665	03/14/2022	Claims	36456	WASHINGTON STATE TRANSIT INSURANCE POOL	100.30
2022	666	03/14/2022	Claims	36457	WESTBAY AUTO PARTS	2,873.96
2022	667	03/14/2022	Claims	36458	WHOLESALE ONLINE GROUP LLC	1,258.86
2022	668	03/14/2022	Claims	36459	ZOLL MEDICAL CORPORATION	27,624.96
2022	669	03/14/2022	Claims	36460	PACIFIC COAST CONSTR ENTERPRISE INC	25,549.60
2022	671	03/14/2022	Claims	36461	PUGET SOUND ENERGY	87,693.75
2022	911	03/28/2022	Withdraw		March payroll and benefits wire	1,829,206.81
Total Debits:						2,538,947.36
Reconciled Bank Balance:						50,009,809.67
2022	931	03/31/2022	Tr Rec	3760	AMBULANCE RECEIPTS	1,414.11
Outstanding Credits:						-1,414.11
2019	2896	08/26/2019	Claims	33159	MORLEY, RUTH	76.98
2020	1841	06/22/2020	Claims	34318	WHOLESALE ONLINE GROUP LLC	271.41
2021	2772	09/27/2021	Claims	35872	SMITH, PAULA	250.00
2022	622	03/14/2022	Claims	36413	DALTON MOTOR GRAPHICS	3,716.90
2022	642	03/14/2022	Claims	36433	NOVUS N/W AUTO GLASS	59.90
2022	659	03/14/2022	Claims	36450	SPRINGBROOK NATIONAL USER GROUP	2,400.00
2022	859	03/28/2022	Claims	36462	AIR MANAGEMENT SOLUTIONS LLC	7,936.51
2022	860	03/28/2022	Claims	36463	ALL BATTERY SALES & SERVICE	387.88
2022	861	03/28/2022	Claims	36464	ASSOCIATED PETROLEUM PRODUCTS INC	10,622.49
2022	862	03/28/2022	Claims	36465	BAGWELL & HARVEY, PLLC	1,975.00
2022	863	03/28/2022	Claims	36466	BRAUN NORTHWEST INC	131.56
2022	864	03/28/2022	Claims	36467	BRONCO ELECTRIC INC	2,447.33
2022	865	03/28/2022	Claims	36468	CENTURYLINK BUSINESS SERVICES	43.60
2022	866	03/28/2022	Claims	36469	CENTURYLINK	248.45
2022	867	03/28/2022	Claims	36470	CENTURYLINK	1,540.97
2022	868	03/28/2022	Claims	36471	DENTON, JEFFREY M	206.50
2022	869	03/28/2022	Claims	36472	DOYLE, GLEN F	350.00
2022	870	03/28/2022	Claims	36473	EBERLE , JOSEPH	206.50
2022	871	03/28/2022	Claims	36474	FIRST CHOICE HEALTH NETWORK	31.04
2022	872	03/28/2022	Claims	36475	FITNESS INSTALLERS & TECHNICIANS INC	1,846.66
2022	873	03/28/2022	Claims	36476	FWR DIST, INC	461.58
2022	874	03/28/2022	Claims	36477	GRAINGER	31.09
2022	875	03/28/2022	Claims	36478	GRESHAM PUMP AND DRILLING, INC	12,007.71
2022	876	03/28/2022	Claims	36479	HIS HANDS LAWN CARE & SERVICES INC	4,995.94
2022	877	03/28/2022	Claims	36480	HUGHES FIRE EQUIPMENT INC	3,728.70
2022	878	03/28/2022	Claims	36481	KAMPHAUS, TAMMY L	148.00
2022	879	03/28/2022	Claims	36482	KEATING, BUCKLIN & MCCORMACK, INC. P.S.	3,751.50
2022	880	03/28/2022	Claims	36483	KEIM , ERIC C	262.40
2022	881	03/28/2022	Claims	36484	KITSAP PUD #1	3,000.00
2022	882	03/28/2022	Claims	36485	KITSAP READINESS CENTER JOINT MANAGEMENT	12,000.00
2022	883	03/28/2022	Claims	36486	KROESEN'S INC	7,408.59
2022	884	03/28/2022	Claims	36487	KRONOS INCORPORATED	5,228.15
2022	885	03/28/2022	Claims	36488	LIFE ASSIST INC	1,982.70
2022	886	03/28/2022	Claims	36489	LIMARZI , ILEANA R	172.50
2022	887	03/28/2022	Claims	36490	LN CURTIS & SONS	773.14
2022	888	03/28/2022	Claims	36491	MES - NORTHWEST	1,979.41
2022	889	03/28/2022	Claims	36492	PACIFIC OFFICE AUTOMATION	402.93
2022	890	03/28/2022	Claims	36493	PERKINS COIE LLP	406.00
2022	891	03/28/2022	Claims	36494	RICE FERGUS MILLER INC	52,290.23
2022	892	03/28/2022	Claims	36495	ROBNETT, HEIDI L	148.00
2022	893	03/28/2022	Claims	36496	ROMAINE ELECTRIC CORP	392.49
2022	894	03/28/2022	Claims	36497	SANCHEZ , AMY D	148.00
2022	895	03/28/2022	Claims	36498	SCHOLD, DANIEL	126.10

# BANK RECONCILIATION

Central Kitsap Fire & Rescue

Time: 12:01:30 Date: 04/18/2022

03/01/2022 To: 03/31/2022

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2022	896	03/28/2022	Claims	36499	SEATTLE AUTOMOTIVE DISTRIBUTING INC	89.70
2022	897	03/28/2022	Claims	36500	SHI INTERNATIONAL CORP	1,181.94
2022	898	03/28/2022	Claims	36501	SIGNIX, INC	500.00
2022	899	03/28/2022	Claims	36502	SNURE LAW OFFICE PSC	68.75
2022	900	03/28/2022	Claims	36503	STADRI INC	779.98
2022	901	03/28/2022	Claims	36504	STERICYCLE INC	169.34
2022	902	03/28/2022	Claims	36505	SUMMIT LAW GROUP PLLC	1,007.00
2022	903	03/28/2022	Claims	36506	TRANE US INC	821.46
2022	904	03/28/2022	Claims	36507	TRUSTEED PLANS SERVICE CORPORATION	2,039.02
2022	905	03/28/2022	Claims	36508	TSI INCORPORATED	637.06
2022	906	03/28/2022	Claims	36509	UNIQUE EXPERIENCE	6,524.81
2022	907	03/28/2022	Claims	36510	VALLEY FREIGHTLINER INC	596.07
2022	908	03/28/2022	Claims	36511	VERIZON WIRELESS	3,061.23
2022	909	03/28/2022	Claims	36512	WAVE BROADBAND	1,060.40
2022	910	03/28/2022	Claims	36513	WESTBAY AUTO PARTS	737.76
						<hr/>
						Outstanding Debits: 165,869.36
						<hr/>
						Reconciled Book Balance: 49,845,354.42
						<hr/>

Reconciled Book Balance: 49,845,354.42

This Bank Reconciliation has been performed by:  04/18/22,

(Signature & Date)

Reviewed by: \_\_\_\_\_,

(Signature & Date)



TREAS RPT - Cash Balance by Date

12:53 PM

04/18/2022

Page 1 of 1

Company: Central Kitsap Fire & Rescue

Period: 2022 - Mar

Time Period: Current Period YTD

Accounting Date On or Before: 04/17/2022

Fund	Total		
	Sum of Ledger/Budget Debit Amount	Sum of Ledger/Budget Credit Amount	Sum of Ledger/Budget Debit minus Credit
FD00829 CKFR Mitigation Agreement	5,325,031.41	5,325,031.41	0.00
FD00830 CKFR Cap-App/Equip	2,614.43	2,614.43	0.00
FD00831 CKFR Cap-Facilities	3,729.50	3,729.50	0.00
FD00832 Fire 1 Expense	16,760,884.39	16,358,051.78	402,832.61
FD00833 Fire 1 Res-Gen Liability	2,424.09	2,424.09	0.00
FD00834 CKFR Bond	8,361,683.43	8,321,283.48	40,399.95
FD00835 CKFR Project	1,256,339.11	1,256,339.11	0.00
FD00836 CKFR Technical Rescue ILA	82,539.17	51,261.87	31,277.30
FD00998 Hub Fund	63,907,697.41	63,907,697.41	0.00
<b>Total</b>	<b>95,702,942.94</b>	<b>95,228,433.08</b>	<b>474,509.86</b>



TREAS RPT - Summary Cash Report -  
Investments & Debt Service

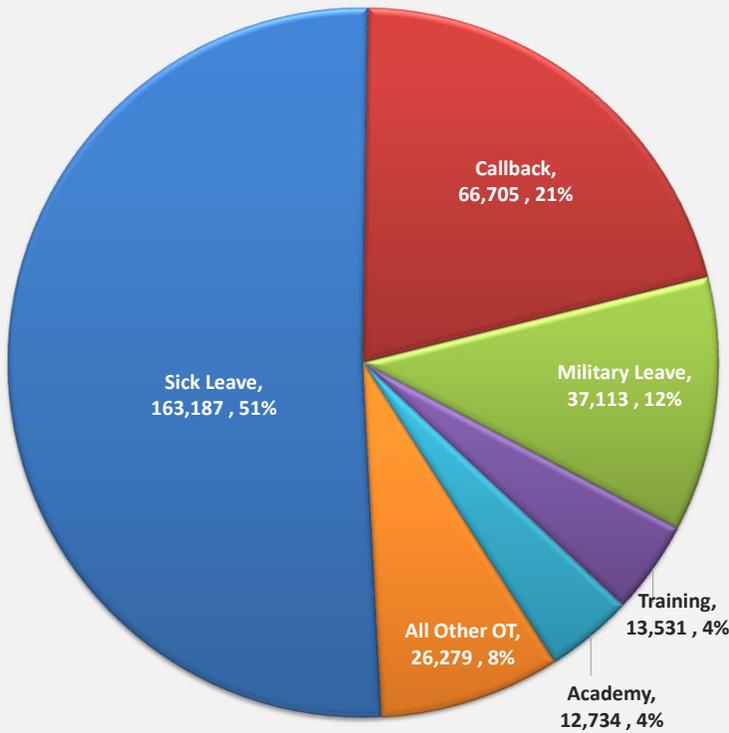
Beginning Balance Date: 01/01/2022

Treasurer's Summary Report  
For 2022 - Mar

Ledger Account	Beginning Balance	Debit	Credit	Month-to-Date	Year-to-Date
<b>Investments</b>					
Beginning Investment Balance					53,953,557.60
1182:Investments Purchased	200.42	123.01	0.00	123.01	323.43
1182:Investments Purchased	1,620.09	994.34	0.00	994.34	2,614.43
1182:Investments Purchased	2,311.07	1,418.43	0.00	1,418.43	3,729.50
1182:Investments Purchased	351,305.77	528,318.96	0.00	528,318.96	879,624.73
1183:Investments Sold	-3,784,700.67	0.00	1,444,560.52	-1,444,560.52	-5,229,261.19
1182:Investments Purchased	1,502.14	921.95	0.00	921.95	2,424.09
1182:Investments Purchased	56,009.45	146,208.05	0.00	146,208.05	202,217.50
1182:Investments Purchased	13,759.37	8,375.55	0.00	8,375.55	22,134.92
1183:Investments Sold	-156,170.85	0.00	311,447.88	-311,447.88	-467,618.73
<b>Total Investments</b>	<b>-3,514,163.21</b>	<b>686,360.29</b>	<b>1,756,008.40</b>	<b>-1,069,648.11</b>	<b>49,369,746.28</b>
<b>Debt Service</b>					
Beginning Balance General Obligation Bonds at Par					-24,075,000.00
<b>Total General Obligation Bonds at Par</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-24,075,000.00</b>

**CENTRAL KITSAP FIRE & RESCUE**  
**Overtime Expense Report - April 2022**

YTD Overtime Expenses by Category

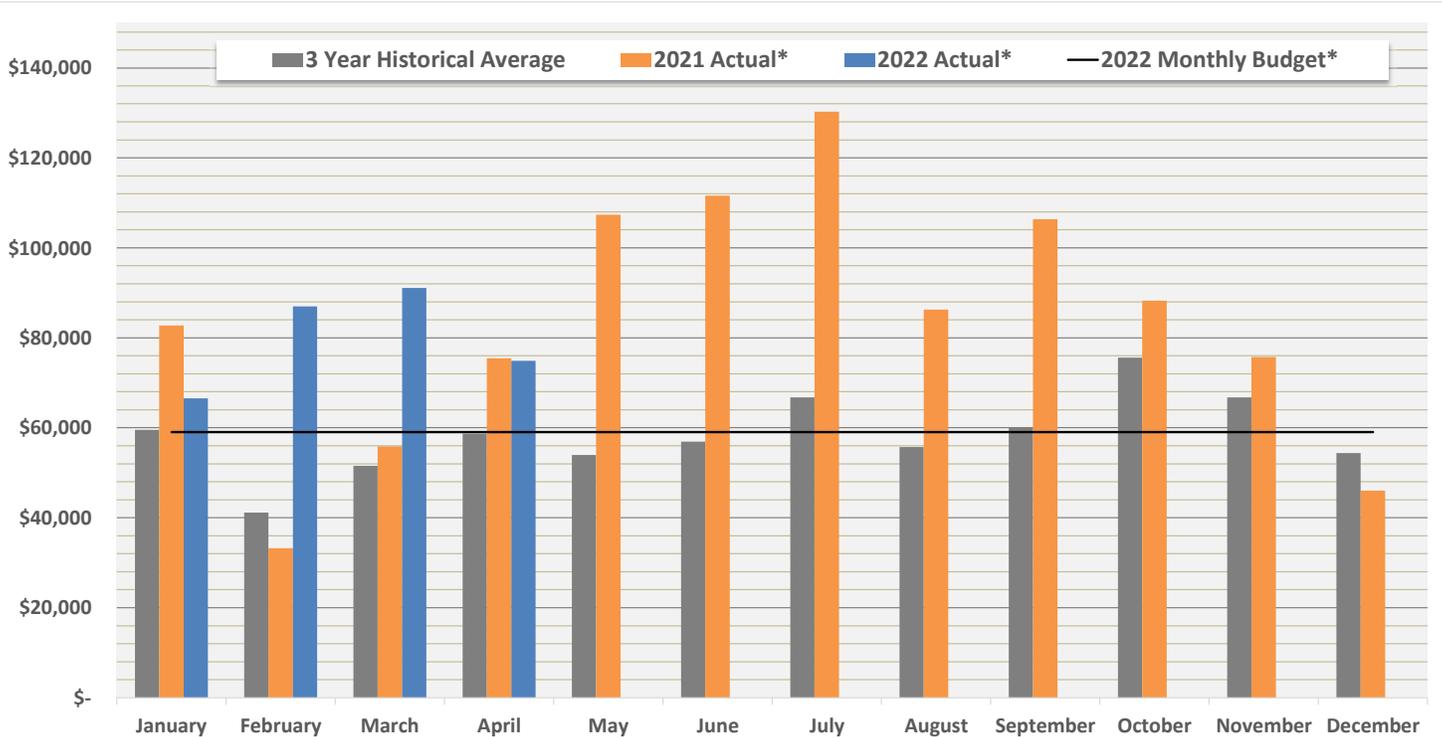


Overtime Expenses by Category

Overtime Type	MTD Actual	YTD Actual <sup>1</sup>	% Spent <sup>2</sup>	Budget Remaining
Bike Team	\$ -		0.0%	7,305
Callback	9,288	66,705	75.3%	21,935
Holdover	179	2,813	39.7%	4,267
Off Shift Response	518	891	47.8%	974
Sick Leave	28,306	163,187	52.8%	145,678
Working Out of Class	29	338	11.2%	2,682
<b>Subtotal Direct Staffing</b>	<b>38,320</b>	<b>233,934</b>	<b>56.1%</b>	<b>182,841</b>
Academy	10,637	12,734		(12,734)
CPR	-		0.0%	1,240
Community Event	-	500	9.5%	4,785
Computer Tech	108	2,682	52.6%	2,418
Day Rate	-	310	12.8%	2,105
HR Holdover	5,907	5,907	242.6%	(3,472)
Instructor	-	446	5.0%	8,559
Meeting	1,363	5,564	30.2%	12,886
Military Leave	10,050	37,113	36.5%	64,507
Miscellaneous	-		0.0%	19,090
Paramedic CE	375	3,488	19.6%	14,317
Training	7,337	13,531	13.8%	84,359
Union Leave	797	3,340	40.6%	4,885
Vaccine Clinic <sup>3</sup>	-		0.0%	3,140
<b>Subtotal Indirect Staffing</b>	<b>36,574</b>	<b>85,615</b>	<b>29.4%</b>	<b>206,085</b>
<b>Total</b>	<b>\$ 74,894</b>	<b>\$ 319,549</b>	<b>45.1%</b>	<b>\$ 388,926</b>

(1) Excludes \$367 in reimbursable KCFTC overtime; (2) Total budget excluding \$99,720 for mobilization is \$708,475.

Non-Reimbursable Overtime Expenses by Month



\*Excludes reimbursable mobilization and KC Training Consortium overtime costs