



**City of Port Orchard Council Meeting Agenda
February 25, 2020
6:30 p.m.**

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby
Finance Committee
Economic Development & Tourism Committee
Transportation Committee
KRCC/KRCC PlanPol-alt /KRCC TransPol
PSRC-alt/PSRC TransPOL-Alt/PRTPO

Shawn Cucciardi
Finance Committee
Economic Development & Tourism Committee
Kitsap Economic Development Alliance

Fred Chang
Economic Development & Tourism Committee
Land Use Committee

Jay Rosapepe (Mayor Pro-Tempore)
Utilities/Sewer Advisory Committee
Land Use Committee
Transportation Committee
Lodging Tax Advisory Committee
KRCC-alt

John Clauson
Finance Committee
Utilities/Sewer Advisory Committee
Kitsap Public Health District-alt

Cindy Lucarelli
Festival of Chimes & Lights Committee
Utilities/Sewer Advisory Committee
Kitsap Economic Development Alliance

Scott Diener
Land Use Committee
Transportation Committee
Growth Management Policy Board-alt

Department Directors:

Nicholas Bond, AICP
Development Director
Mark Dorsey, P.E.
Director of Public Works/City Engineer

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Rinearson, MMC, CPRO
City Clerk

Contact us:

216 Prospect Street
Port Orchard, WA 98366
(360) 876-4407

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

- A. Approval of Vouchers and Electronic Payments
- B. Approval of Payroll and Direct Deposits

5. PRESENTATION

- A. Employee Recognition (M. Brown)
- B. Drinking Water Taste Test (J. Brown)

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. Approval of Ratifications to the Interlocal Agreement with Kitsap Regional Coordinating Council (KRCC) (Rinearson) **Page 3**
- B. Approval of a Contract with LaserFiche for Records Management and Workflow Software (Crocker) **Page 25**
- C. Approval of an Agreement with Stanley for City Hall Security Improvements (Crocker) **Page 45**
- D. Approval of the January 21, 2020, Council Work Study Session Meeting Minutes **Page 47**
- E. Approval of the February 11, 2020, Council Meeting Minutes **Page 49**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

(Please limit your comments to 3 minutes for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record)

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

14. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Finance	TBD, 2020	City Hall
Economic Development and Tourism	March 9 2020; 9:30am	City Hall
Utilities	March 16, 2020; 9:30am	City Hall
Sewer Advisory	TBD, 2020	TBD
Land Use	March 2, 2020; 9:30am	DCD*
Transportation	February 25, 2020; 5:00pm	City Hall
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	February 24, 2020; 3:30pm	City Hall
Outside Agency Committees	Varies	Varies

*DCD, Department of Community Development, 720 Prospect Street, Port Orchard

CITY COUNCIL GOOD OF THE ORDER



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Approval of Ratifications to the Interlocal
Agreement with Kitsap Regional
Coordinating Council (KRCC)

Meeting Date: February 25, 2020
Prepared by: Brandy Rinearson, MMC
City Clerk
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On February 4, 2020, the Kitsap Regional Coordinating Council (KRCC) Board approved updates to the Interlocal Agreement. This requires ratification by the members' respective Councils or Boards.

A redline version of the interlocal agreement has been provided to you which outlines the changes.

Recommendation: Staff recommends approval of the ratifications to the Kitsap Regional Coordinating Council Interlocal Agreement.

Relationship to Comprehensive plan: N/A

Motion for consideration: I move to approve the ratifications to the Kitsap Regional Coordinating Council Interlocal Agreement as presented.

Fiscal Impact: None

Alternatives: N/A

Attachments: Redline Interlocal Agreement and Final Interlocal Agreement.

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Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- E. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- F. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- G. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.
- H. “*Associate Member*” means a non-voting, dues paying member of the Council that is not a party to this Agreement.

IV. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
- B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:
 - 1. County Government: three (3) members of the Kitsap County Board of Commissioners;
 - 2. City Governments:

- a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
- 3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 - 4. Port of Kingston: one (1) representative consisting of a Port Commissioner.
 - 5. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 - 65. City Council, Kitsap Transit, and Port ~~of Bremerton~~ representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

- B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.
- C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;
- D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.
- E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.
- F. Coordinate actions to provide for a sustainable economy and environment for the region.
- G. Carry out such other planning and coordinating activities authorized by the Council including participation in other forums and organizations.
- H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.
- I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.
- J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.
- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall

provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 20~~20~~19.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, ~~Councilmember~~ Mayor

Executed this ___ day of _____, 20~~02~~19.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 20~~20~~19.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 20~~20~~19.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 20~~20~~19.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

~~Larry Stokes~~ Cary Bozeman, President

Executed this ____ day of _____, 2020.

PORT OF KINGSTON

Approved as to form

Port of Kingston Attorney

XXXX, President

Executed this ____ day of _____, 202019.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ____ day of _____, 202019.

KITSAP COUNTY BOARD OF COMMISSIONERS

~~CHARLOTTE GARRIDO~~~~EDWARD E. WOLFE~~, Chair

ATTEST:

~~ROBERT GELDER~~ ~~CHARLOTTE GARRIDO~~,
Commissioner

Dana Daniels, Clerk of the Board

~~EDWARD E. WOLFE~~ ~~ROBERT GELDER~~,
Commissioner

Deputy Prosecuting Attorney



Kitsap Regional Coordinating Council

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WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

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- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
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 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
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3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 4. Port of Kingston: one (1) representative consisting of a Port Commissioner.
 5. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 6. City Council, Kitsap Transit, and Port representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

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- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.
- O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

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A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at

levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 2020.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, Councilmember

Executed this ___ day of _____, 2002.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 2020.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 2020.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2020.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Cary Bozeman, President

Executed this ___ day of _____, 2020.

PORT OF KINGSTON

Approved as to form

Port of Kingston Attorney

XXXX, President

Executed this ___ day of _____, 2020.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this _____ day of _____, 2020.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner

Deputy Prosecuting Attorney



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Approval of a Contract with LaserFiche
for Records Management and Workflow
Software

Meeting Date: February 25, 2020
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City has conducted a review of records management and workflow needs and determined the City would benefit greatly from an Enterprise Content Management (ECM) software. ECM software enables organizations to save time and money by efficiently managing documents and information. ECM software helps organizations digitize documents and automate document-driven processes, allowing the public and employees access to the documents and information on demand, saving time and money. This software is currently utilized by many counties, cities and other municipal agencies in Washington.

The Finance Department briefed the Mayor and council at the retreat in January and requested approval to move forward in procuring a new ECM software product. The council supported and directed the Mayor and staff to seek a new software. The Finance Department staff reviewed and discussed options and recommend moving forward with Laserfiche.

Recommendation: The Finance Department recommends approving the purchase of Laserfiche to meet the city's growing records management and workflow processes.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to execute an agreement for the purchase of Laserfiche software, in a form acceptable to the City Attorney in amount not to exceed \$150,000."

Fiscal Impact: Total Estimated Contract Cost is ~ \$136,063

Alternatives: N/A

Attachments: Contract and Statement of Work No. 1.

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**TECHNOLOGY SOLUTION CONTRACT
BETWEEN THE
CITY OF PORT ORCHARD
AND
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE
CONTRACT NUMBER 2020-026-WA035**

This Technology Solution Contract is entered into by the City of Port Orchard located at 216 Prospect Street, Port Orchard, WA 98366, referred to as “**Agency**,” and Compulink Management Center, Inc., a California corporation d/b/a Laserfiche, referred to as “**Contractor**.”

Contractor Name: **Compulink Management Center, Inc., a California corporation d/b/a Laserfiche**
Address: **3545 Long Beach Blvd.**
City, State ZIP: **Long Beach, CA 90405**
Phone: **(800) 985.8533**
Email: **notices@laserfiche.com**

WHEREAS, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

WHEREAS, Agency has determined that this Technology Solution Contract will meet Agency’s needs and be in the state of Washington’s best interest; therefore,

IN CONSIDERATION of the mutual promises as set forth in this Technology Solution Contract, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s), referred to as the “**Master Contract**,” which is/are incorporated by this reference,

Agency and Contractor agree as follows:

1. Term

The term of this Technology Solution Contract will be three (3) years from the execution date of this Technology Solution Contract. Agency will have the option to extend this Technology Solution Contract as reasonably necessary to allow Contractor additional time necessary to complete and deliver to Agency the Software, Services and Support as agreed upon.

Agency will have the right to purchase additional Software, Services and Support products within the scope of this Technology Solution Contract, which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated by reference into this Technology Solution Contract.

2. Price Schedule and Fees

Total compensation payable to Contractor for the Software and LSAP Support will not exceed the sums stated in Contractor’s applicable Quote No. 174181v.2 dated 1/12/2020 (“**Quote**”), which is attached as **Schedule A** and incorporated by this reference.

Contractor’s professional services (“**Services**”) are described in the Statement of Work (“**SOW**”), which is attached as **Schedule B** and incorporated by this reference. Schedule B describes, among other matters, all tasks, acceptance criteria, timelines, and any other associated costs of the Services.

All pricing is based on the specific Software, Support and Services that Contractor has agreed in writing to provide in the system environment that exists at the time of execution of this Technology Solution Contract. Any additional Software, Support, Services or changes required by Agency will entail additional cost that must be agreed upon in an amendment or change order to this Technology Solution Contract or to the SOW governed by this Technology Solution Contract.

Agency agrees to pay Contractor for the Services in accordance with the Quote and the Fee Schedule of the SOW. The fees specified in the Quote and the SOW are the total fees and charges for the Software, Support and Services described in this Technology Solution Contract and the SOW, including attached Schedules. If Agency requires Software not specified in the Quote or Services not specified in the SOW or in the attached Schedules, or if the scope of work changes, Contractor will provide such Services consistent with Contractor’s rates specified in the Master Contract. Upon Agency’s Acceptance of all or any portion of the Services or Acceptance of the Contractor Software, and except as otherwise specifically set forth in this Agreement, the fees paid or owed to Contractor for the Services which Contractor has furnished before such Acceptance will be final and non-refundable. Acceptance will be defined in the SOW and be incorporated by this reference in this Technology Solution Contract.

3. Contract Management

The Contract Manager for each of the parties will be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Contact Name: Krystal Lin Contractor’s Firm Name: Compulink Management Center, Inc. d/b/a Laserfiche 3545 Long Beach Blvd. Long Beach, CA 90807 Phone: (800) 985-8533 ext.132 Email Address: krystal.lin@laserfiche.com	Contact Name: Noah Crocker City of Port Orchard 216 Prospect Street Port Orchard, WA 98366 Phone: 360-876-7023 Email address: ncrocker@cityofportorchard.us

4. Billing

Contractor will submit invoices to the Agency Contract Manager. Invoices will contain at a minimum the following information:

1. Master Contract number
2. Technology Solution Contract Number
3. Contractor Name, address and telephone number
4. Contractor Federal Identification Number (FIN)
5. Contractor's Statewide Payee Desk registration number
6. Description of Product(s) and/or Services provided
7. Total Amount
8. Payment terms

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

5. Assurances

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with applicable current federal, state and local laws, rules, and regulations.

6. Limited Warranty on Software and Services

Contractor warrants the following with respect to Services performed for Agency:

- (1) Compliance with Specifications for Services. Contractor warrants that its Services will materially conform to their applicable specifications for a period of thirty (30) days following delivery to Agency.
- (2) Contractor Professionals. All Services provided by Contractor will be performed in a professional manner by qualified personnel.
- (3) Compliance with Software Specifications. Contractor warrants that every item of Software, without unauthorized modification, will perform substantially in accordance with the Documentation applicable to the Software for a period of forty-five (45) days from the date the item of Software is installed unless (i) Agency made modifications, alterations, configurations or integrations of or to the Software without Contractor's assistance, or knowledge and approval; or (ii) Agency failed to follow Contractor's Documentation, EULA, Product Notices, or other information available on Contractor's website or through its Help Desk unless Contractor has not notified Agency of substantial changes; (iii) the defect, error, issue or complaint was caused by Agency's own acts or omissions or operator errors or by integration with other software not approved and performed by Contractor; or (iv) the defect, error, issue or complaint resulted from, was caused by, or was attributed to, acts or omissions of third parties who were not employees or Subcontractors of Contractor and who were not authorized, instructed or directed to engage in such conduct by Contractor, or circumstances, causes or events over which Contractor had no control or responsibility.
- (4) Non-Infringement of Third Party Rights. Laserfiche Software, including any custom applications developed and furnished to Agency by Contractor as part

of the Services, will not infringe the trade secrets, trademarks, copyrights or patent rights of any third party.

- (5) Limitations. Contractor's liability for breach of any of the above warranties or for any damages resulting from a breach of warranty will be limited as set forth in Section 11.5 of the Master Contract.

ORDER OF PRECEDENCE

Each schedule and exhibit listed below is incorporated by this reference into this Technology Solution Contract as though fully set forth in it. In the event of an inconsistency between this Technology Solution Contract and the items listed below, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations.
2. The specific terms and conditions of this Technology Solution Contract.
3. The terms and conditions of the Master Contract.
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1 and, where applicable, subsequent SOWs
6. Exhibit D of the Master Contract – Contractor's End User Software License Agreement ("EULA")
7. Any other provision, term or material incorporated by reference in this Technology Solution Contract

DEFINITIONS

Unless otherwise stated in this Technology Solution Contract, or any Quote, SOW or Schedule, all terms of this Technology Solution Contract will have the same meanings as defined in Section 1.4 (Definitions) of the Master Contract.

ENTIRE AGREEMENT

This Technology Solution Contract, including referenced Quotes, SOWs, Schedules and other agreements and documents incorporated by reference, together constitute all of the terms and conditions agreed upon by the parties relating to its subject matter. No other statements or representations, written or oral, will be deemed a part of this Technology Solution Contract.

CONFORMANCE

If any provision of this Technology Solution Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Technology Solution Contract will be subject to the written approval of Agency's authorized representative and will not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS WILL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed effective as of the last date set forth below by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

CITY OF PORT ORCHARD (“AGENCY”)

**COMPULINK MANAGEMENT CENTER, INC.
D/B/A LASERFICHE (“CONTRACTOR”)**

Signature

Signature

Rob Putaansuu
Name

Lynn Tagami
Name

Mayor
Title Date

Vice President of Finance
Title Date

SCHEDULE A

QUOTE

**PHASE 1 – City Clerk / Finance
Software & Annual Maintenance**

Product	Softw are Quanti ty	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Avante Records Management Edition Server for MS SQL with Workflow (MSE35)	1.00	\$11,000.00	\$2,200.00	\$13,200.00
Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email (MNF16)	7.00	\$600.00	\$120.00	\$5,040.00
Laserfiche Avante Participant Users (MPAR)	7.00	\$350.00	\$70.00	\$2,940.00
Laserfiche Advanced Audit Trail with Watermark (MATX16)	7.00	\$100.00	\$20.00	\$840.00
Laserfiche Forms (MFRM16)	7.00	\$50.00	\$10.00	\$420.00
Laserfiche Starter Public Portal (MPP1)	1.00	\$15,000.00	\$3,000.00	\$18,000.00
Laserfiche Forms Portal Add-on (MPFRM)	1.00	\$7,995.00	\$1,600.00	\$9,595.00
Laserfiche Import Agent (MCA01)	1.00	\$1,495.00	\$390.00	\$1,885.00
Incode / Laserfiche Integration (CD2910)	1.00	\$5,000.00	\$1,000.00	\$6,000.00
DocuSign Integration and Workflow Activities (CD7022)	1.00	\$2,000.00	\$400.00	\$2,400.00
DocuSign 200 Envelopes	1.00	\$0.00	\$1,200.00	\$1,200.00
			Software:	\$50,190.00
			Maintenance:	\$11,330.00
			Tax:	\$5,536.80
			Total:	\$67,056.80

Services

Service	Servic e Quanti ty	Service Unit Cost	Total
Consulting Service Hours – Project Management, Needs Analysis and Planning	40.00	\$188.00	\$7,520.00
Consulting Service Hours – Design, Workflow/Form Build and Training	80.00	\$188.00	\$15,040.00
		Service:	\$22,560.00
		Tax:	\$2,030.40
		Total:	\$24,590.40

**PHASE 2 – Public Works / Planning
Software & Annual Maintenance**

Product	Softw are Quanti ty	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email (MNF16)	8.00	\$600.00	\$120.00	\$5,760.00
Laserfiche Advanced Audit Trail with Watermark (MATX16)	8.00	\$100.00	\$20.00	\$960.00
Laserfiche Forms (MFRM16)	8.00	\$50.00	\$10.00	\$480.00
SmartGov Integration with Laserfiche (CD2910)	1.00	\$5,000.00	\$1,000.00	\$6,000.00
ArcGIS Integration with Laserfiche (CD2155)	1.00	\$5,000.00	\$1,000.00	\$6,000.00
			Software:	\$16,000.00
			Maintenance:	\$3,200.00
			Tax:	\$1,728.00
			Total:	\$20,928.00

**PHASE 3 – Court / Police
Software & Annual Maintenance**

Product	Softw are Quanti ty	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email (MNF16)	7.00	\$600.00	\$120.00	\$5,040.00
Laserfiche Advanced Audit Trail with Watermark (MATX16)	7.00	\$100.00	\$20.00	\$840.00
Laserfiche Forms (MFRM16)	7.00	\$50.00	\$10.00	\$420.00
CDI JIS Integration (CD6010)	1.00	\$7,500.00	\$1,750.00	\$9,250.00
			Software:	\$17,750.00
			Maintenance:	\$3,800.00
			Tax:	\$1,939.50
			Total:	\$23,489.50

SCHEDULE B

SOW

**LASERFICHE STATEMENT OF WORK NO. 1 (NEW IMPLEMENTATION)
FOR
CITY OF PORT ORCHARD
TECHNOLOGY SOLUTION CONTRACT NUMBER 2020-026-WA035**

This Statement of Work No. 1 (“**SOW**”) to Technology Solution Contract No. 2020-026-WA035 (“**TSC**”) is entered into by the city of Port Orchard **Agency**) and Compulink Management Center, Inc. d/b/a Laserfiche (“**Contractor**” or “**Laserfiche**”), effective on the date last set forth below.

Contractor agrees to provide to Agency the professional services and other deliverables (“**Services**”) set forth in this SOW, in accordance with the terms of this SOW and the TSC, for the fees set forth in this SOW.

PROJECT SCOPE AND OBJECTIVES

Agency seeks to implement a Laserfiche software solution in order to standardize document and record capture & retention at The City. Documents will be made available online for public access. Users will be able to launch business processes through web forms and managers will be able to approve requests in an efficient way.

The following workstreams are included in the Services.

Workstream	Major Activities
1. Installation	1.1 Install Laserfiche Avante 10.x and the following software components: <ul style="list-style-type: none"> • Laserfiche Records Management Edition • Laserfiche Workflow • Laserfiche Audit Trail • Laserfiche Forms • Laserfiche Public Portal & Forms Portal • Laserfiche Import Agent
2. Implementation	2.1 Design and implement a document capture approach 2.2 Design and implement document-routing workflows 2.3 Design and implement an electronic form

PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency’s acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

Phase 1. Requirements and Design



Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Draft a Requirements and Design document by using information gathered in the sales process. The document will include:
 - A plan to install Laserfiche Avante and the following software components in the Agency’s network:
 - Laserfiche Records Management Edition
 - Laserfiche Workflow
 - Laserfiche Audit Trail
 - Laserfiche Quick Fields
 - Laserfiche Forms
 - Laserfiche Public Portal and Forms Portal
 - Laserfiche Import Agent
 - A repository file plan that includes:
 - Folder structure to support the routing and storage of up to 6 departmental document types.
 - Metadata to appropriately index up to 6 departmental document types.
 - High-level security to help control access and rights for up to 6 departmental document types.
 - A capture plan that includes:
 - Capture of mail and other paper documents.
 - Capture of electronic documents.
 - Electronic workflows that include:
 - Routing of Agency documents (e.g., for approval).
 - Electronic forms that:
 - Route time off requests
 - Route vouchers/invoices for approval
4. Review the Requirements and Design document and make updates based on Agency feedback.

Major Deliverables

Deliverables for Requirements and Design will include:

- **Requirements and Design Document:** An Agency Requirements and Design document for the installation and configuration of the system.
- **Project Plan:** A project plan that contains tasks and the estimated hours and duration for each task.
- **Status Report Template:** A template that summarizes completed activities for the period; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas.

Phase 2. Development



Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.
3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
4. Provide periodic solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

Major Deliverables

Deliverables for Development will include:

- **Deployed System:** Laserfiche system is deployed in Agency’s Test environment per the Requirements and Design document and solution demonstrations.
- **Test Plan:** Test scripts to be used by Laserfiche and Agency to test system functionality.

Phase 3. Testing



Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing (“UAT”).
 - Address issues identified during UAT that are in scope for the Services.

- New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
- 4. Create Deployment Plan.
- 5. Prepare for training and go-live.

Major Deliverables

Deliverables for Testing will include:

- **Deployment-Ready Solution:** Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.
- **Deployment Plan:** The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. *Agency’s acceptance of the Deployment Plan will constitute approval to close out the project 15 days after the plan has been executed and the data has been validated.*

Phase 4. Deployment



Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency’s Production environment. Specifically:
 - Promote Laserfiche environment from Test to Production.
 - Promote the form, workflows, and Quick Fields sessions, as necessary, to the Production environment.
 - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

Major Deliverables

Deliverables for Deployment will include:

- **User Training:** A User Training Plan that Agency can use to train end-users and administrators.
- **Deployed System:** Laserfiche system deployed to the Production environment.
- **System Documentation:** Project documentation on the administrative aspects of the system.

Phase 5. Transition to Agency



Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:

1. Perform post-deployment support activities.
 - Provide guidance to Agency on monitoring and documenting issues that may arise.
 - Coordinate with Agency administrators for up to 30 business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce Laserfiche Support services to Agency’s post-project support team via an email.

Major Deliverables

Deliverables for Transition to Support will include:

- **Closeout Notification:** An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After “closeout,” all new Services work not expressly covered by the LSAP will be considered a new billable project.

PRICING AND PAYMENT TERMS

Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Requirements and Design	\$188	40	\$7,520.00
2a	Development (non-programming)	\$188	60	\$11,280.00
2b	Development (programming)	\$250	0	\$ 0
3	Testing	\$188	0	\$ 0
4	Deployment	\$188	20	\$3,760.00
5	Transition to Support	\$188	0	\$ 0
Total			0	\$22,560.00

Payment Plan for Time and Materials Engagement

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 75% of the cost of the SOW will

be billed upon execution of the document.

The balance of Services will be billed monthly. Invoices are due upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 75% of the cost of the SOW will be billed upon execution of the document. 15% of the cost of the SOW will be billed upon acceptance of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

ADDITIONAL TERMS AND CONDITIONS

Subcontractors

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital, Inc., 192 Nickerson Street Suite 201, Seattle, WA 98109. ("**Subcontractor**"). Agency hereby approves Contractor's delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

Agency Responsibilities

Agency will be responsible for the following:

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b. IT personnel such as system administrators, database administrators, and help desk.
 - c. Subject matter specialists (e.g., City Clerk, Accounting Assistant, Records Manager) to provide information on Agency's system and file plan.
 - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

Resource List

Project Team	Purchaser Team
Patrick Welsch	Noah Crocker
Aaron Appleman	
Mitul Poshia	

2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
 - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
 - b. Providing configured Test environment that closely mirrors the Production environment.
 - c. Providing only test data and not production data to Laserfiche.
 - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
 - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
 - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
3. Agency will provide requested documentation and acceptance of key deliverables within two to three business days. If Agency does not respond in writing to Laserfiche's request for acceptance within five business days of Laserfiche's request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
4. Agency will be responsible for licensing all software components necessary for completing Services.

Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. Onsite meetings at the City of Port Orchard offices.
 - b. Other than basic installation activities, the scope does not include configuring Records Management, Work Flow, Audit Trail, Forms and other Laserfiche software components.
 - c. Integrations with third party applications, data migration/conversion and Laserfiche installations on more than one production instance are out of scope.
 - d. Any onsite work will be performed as needed at Agency's offices in Port Orchard, Washington. All other work will be performed remotely. Currently, 3 trips are contemplated for the Services.
2. The project is estimated at 120 hours over a 26 week period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within five business days of Laserfiche's request, Agency will be deemed to have accepted it.
4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which

accompanies the software.

5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties.

Approval

This SOW is subject to the written approval of Agency's authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

In Witness Whereof, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

City of Port Orchard (Agency)	
Signature	
Print or Type Name	Date
Title	

Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)	
Signature	
Print or Type Name	Date
Title	

VAR Cities Digital, Inc "CDI" (Subcontractor)	
Signature	
Print or Type Name	Date
Title	

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**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of January 21, 2020**

CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:09 p.m.

Roll call was taken by the City Clerk as follows:

Councilmember Ashby	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Absent
Councilmember Diener	Absent
Councilmember Lucarelli	Present
Mayor Pro-Tem Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Dorsey, Community Development Director Bond, City Clerk Rinearson and Office Assistant II Whisenant were also present.

Pledge of Allegiance

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

1. South Kitsap Community Events Center (SKCEC) Request for Qualifications.

Mayor Putaansuu handed out the interlocal agreement (ILA) the city has entered with the Kitsap Public Facilities District (KPUD) and the draft request for qualification (RFQ). Mayor attended the KPUD meeting, and at that meeting there was discussions from the KPUD on the Department of Commerce (DOC) may want a feasibility study. He stated that the City is planning to move forward with the RFQ and will let the candidates know that we are waiting to hear back from DOC.

Community Development Director Bond confirmed that typically the Department of Commerce review takes more time than a RFQ process. We may be done with our selection process before they get back to us. We may have some time to thoroughly review the RFQ if we wanted to.

Council Direction: No direction was given.

Councilmember Rosapepe joined the meeting.

Mayor Putaansuu informed councilmembers that their new Microsoft Surfaces have arrived, and they can coordinate with IT to receive their new devices.

2. Spring/Fall Cleanup Program

Public Works Director Dorsey expressed the need for councilmembers direction to amend the spring/fall cleanup program. Explained areas of concern with the city's growth since the program initiated in the 1980s. He provided pictures of the current state of the items being picked up.

Councilmember Ashby joined the meeting.

Mayor, councilmembers, and staff discussed the overall concerns of the program; staff time, cost of pick up items, benefit to the citizens and the city, and potential alternatives.

Council Direction: Staff to bring back to the March Work Study for further discussion.

3. Parks Plan Update – Kickoff Meeting and Presentation

Tom Beckwith and Jennifer Kiusalaas, with Beckwith Consulting Group, presented the scope of work planned through the proposed schedule to reach out to the public through proven methodologies and gather priorities for the Park Plan update.

Mayor, councilmembers, and staff discussed coordinating with existing sports leagues, provided examples of other local community event centers, what will be gathered for survey information, various public outreach methods, and funding components. The process will define what this City's needs are.

Council Direction: No direction was given.

ADJOURNMENT

The meeting adjourned at 7:58 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of February 11, 2020**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Ashby	Present
Councilmember Chang	Present
Councilmember Clauson	Absent
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Absent
Councilmember Rosapepe	Absent
Mayor Putaansuu	Present

Staff present: Public Works Director Dorsey, City Attorney Archer, Police Chief Brown, Deputy City Clerk Floyd, and Office Assistant Whisenant.

A. PLEDGE OF ALLEGIANCE

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA

MOTION: By Councilmember Cucciardi, seconded by Councilmember Diener, to amend Consent Item F to excuse Councilmembers Lucarelli, Rosapepe, and Clauson for Personal Reasons.

The motion carried.

MOTION: By Councilmember Cucciardi, seconded by Councilmember Ashby, to approve the agenda as amended.

The motion carried.

Mayor Putaansuu read a statement into the record regarding McCormick Parcel A Application and the citizen comments received.

3. CITIZENS COMMENTS

Citizens from the audience inquired on the process of the public hearing for the application of McCormick Woods Parcel A. Mayor Putaansuu explained the process and how the information is noticed to the public. Councilmembers and staff provided additional contact information to the audience members. Audience members questioned the process and the City Attorney, along with Mayor Putaansuu, explained that the council meeting isn't the appropriate forum to hold a discussion.

4. CONSENT AGENDA

- A.** Approval of Voucher Nos. 78695, 78697-78776 and 78787-78881 and 78885-78934 including bank drafts in the amount of \$1,565,425.03 and Electronic Payments/EFT's in the amount of \$2,948.11 totaling \$1,568,373.14.
- B.** Approval of Payroll Check Nos. 78777-78786, 78882-78884 including bank drafts and EFT's in the amount of \$400,712.88; and Direct Deposits in the amount of \$368,041.12 totaling \$768,754.00.
- C.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Establishing Regulations and Fees Related to Parking, Stopping or Standing in Certain Areas of the City
- D.** Approval of the January 14, 2020, Council Meeting Minutes
- E.** Approval of the January 17, 2020 Council Retreat Summary
- F.** Excusal of Councilmembers Lucarelli, Clauson, and Rosapepe for Personal Reasons

MOTION: By Councilmember Ashby, seconded by Councilmember Chang, to approve the consent agenda as presented.

The motion carried.

5. PRESENTATION

A. Kitsap County Library Book Choice of the Year

Kathleen Wilson, Port Orchard Library's Branch Manager, presented the 'Book Choice of the Year'. The chosen book is 'Evicted' by Michael Desmond, and Ms. Wilson gave a summary of the book topic. The book was chosen, because of the rising housing crises locally and nationally.

Also, informed of the university program at the local library.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of a Resolution Accepting Council Committee Assignments and Establishing Council Standing Committees

MAIN MOTION: By Councilmember Diener, seconded by Councilmember Cucciardi, to adopt a Resolution adopting new Council committee assignments as presented.

AMENDED MOTION: By Councilmember Ashby, seconded by Councilmember Cucciardi, to eliminate any reference of the PSRC Commitments, which would be the TransPOL and the Growth Management Policy Board.

The amended motion carried.

The main motion carried.

(Resolution No. 008-20)

B. Approval of Change Order No. 30 to Contract No. 037-17 with Active Construction for the Tremont Street Widening Project

MOTION: By Councilmember Cucciardi, seconded by Councilmember Diener, to authorize the Mayor to execute Change Order No. 30 with Active Construction, Inc. in an amount not to exceed \$53,769.63.

The motion carried.

C. Approval of the January 21, 2020, Council Work Study Session Meeting Minutes

Approval moved to the February 25, 2020, Council meeting, as there were not enough Councilmembers who attended the meeting to vote for the approval.

8. DISCUSSION ITEMS (No Action to be Taken)

A. South Kitsap Community Events Center RFQ

Mayor Putaansuu discussed a letter received by the Kitsap Public Facilities District with support of the city's process.

Councilmember Ashby suggested that a separate independent consultant perform the feasibility study for the city, expressing concern that a consultant hired to oversee the entire project may have a vested interest in the outcome of the feasibility study.

Mayor Putaansuu explained that the consultant was only for 100% of the design, not completion of the project. The start of the study reaches out to the public, stakeholders, and other local points of interests. Also, discussion of the library's partnership and future of facility involvement with the library. Stated that the next steps are interview consultants, find an expert in this field, engage in a contract with them and then work through a process where the council will be involved.

B. Art Proposal for Traffic Signal Cabinets

Public Works Director Dorsey provided a proposal by a local artist, Desmond Hansen, who offered to paint traffic signal cabinets and provided examples of previous art he's completed. The location he has proposed are on Sidney and Bay Street.

Mayor, staff and Councilmembers stated that they liked the proposal, and requested for additional alternative historical downtown designs be provided.

C. Downtown Parking Rates

Mayor and councilmembers discussed the current status of weekday downtown parking and if there are any desires for potential changes.

Councilmembers stated that they would like to change how the language is in the code where it says "guaranteed", as that could be problematic.

Mayor Putaansuu explained that parking charges may need to change with the potential future needs, as the demand for downtown parking increases.

The Mayor reiterated what was captured for changes to the code and will bring forward to a future meeting.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Cucciardi reported on the February 10th Economic Development and Tourism Committee meeting. The next meeting is scheduled for March 9th.

Mayor Putaansuu reported the next Finance Committee is scheduled to meet February 18th. The next Utilities Committee Meeting is February 19th. The Sewer Advisory Committee is scheduled to meet February 19th. The next Land Use Committee is scheduled to meet March 2nd. The new Transportation Committee is scheduled to meet February 25th. The next Chimes and Lights Committee meeting is on February 24th.

Mayor Putaansuu reported on attending outside agency meetings; Kitsap Regional Coordinating Council, Puget Sound Regional Council and Kitsap Transit.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Village Greens visit rescheduled for February 24th;
- Puget Sound Business Journal, jobs created versus housing created in the area;
- Housing Kitsap Audit Board and the financial stability of the agency;
- Met with Senators in Olympia;
- AWC Audit Committee;
- Marquee repairs;
- Veteran's Park to include in park study;
- Community Service Day scheduled for March 21st; and
- Applying for a Transportation Grant.

11. REPORT OF DEPARTMENT HEADS

Public Works Director Dorsey stated that the Utilities Committee is canceled for February, current repairs the department is working on, and went to the capitol representing small cities with the Public Works Board.

City Attorney Archer reminded Council of the legislative bills on OPMA and PRA and the impact to cities.

Police Chief Brown let the council know about upcoming awards that will be presented to officers.

12. CITIZEN COMMENTS

Public Works Director reminded that the Hearing Examiner is the best forum for discussion on the McCormick Woods Parcel A.

Jill Donovan, requested the environmental report on Parcel A and shared her findings. Also, completed an IPaC report on the parcel location.

13. EXECUTIVE SESSION

At 7:55 p.m., Mayor Putaansuu recessed the meeting for a 15-minute executive session to discussion a real estate matter pursuant to RCW 42.30.110(1)(i). Mayor Putaansuu announced no action would be taken.

At 8:10 p.m., Mayor Putaansuu extended the executive session for an additional 5 minutes.

14. ADJOURNMENT

The meeting adjourned at 8:15 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor