



**City of Port Orchard Council Meeting Agenda**  
**April 14, 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

**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

***Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will take actions on necessary and routine business items.***

*The City is prohibited from conducting meetings unless the meeting is NOT conducted in-person and instead provides options for the public to attend through telephone access, internet or other means of remote access, and also provides the ability for persons attending the meeting (not in-person) to hear each other at the same time. Therefore;*

**Remote access only**  
**Zoom Meeting ID:** 856 559 435  
**Password:** 061981  
**Zoom Call-In:** 1 253 215 8782

**1. CALL TO ORDER**

**A. Pledge of Allegiance**

**2. APPROVAL OF AGENDA**

**3. CITIZENS COMMENTS**

*(Has been suspended until further notice. Written comments are welcomed and can be emailed to [cityclerk@cityofportorchard.us](mailto:cityclerk@cityofportorchard.us))*

**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**
- C. Approval of the March 10, 2020, Council Meeting Minutes **Page 3****
- D. Approval of March 17, Special Council Meeting Minutes **Page 8****

**5. PRESENTATION**

**6. PUBLIC HEARING**

**7. BUSINESS ITEMS**

- A. Adoption of an Ordinance Amending Port Orchard Municipal Code Section 2.04.045 Remote Attendance (Archer) **Page 12****
- B. Adoption of a Resolution Approving a Contract with the Washington State Department of Commerce for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project Grant (Dorsey) **Page 16****

- C. Adoption of a Resolution Authorizing the Use of Digital and Electronic Signature Technology and Ratifying the Use of Electronic Signatures During Declared Emergency (Archer) **Page 54**
- D. Adoption of a Resolution Approving a Contract with Northwest Cascade, Inc. for a Grinder Pump Installation Project at 4330 Bethel Avenue and Documenting Procurement Procedures (Dorsey) **Page 60**
- E. Adoption of a Resolution Approving Continuity of Operations (COOP) / Continuity of Government COG Plan (M. Brown) **Page 89**
- F. Approval of a Contract with Hayter Industries, LLC for Public Relations, Marketing and Communications (Rinearson) **Page 158**

**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**

*(Has been suspended until further notice. Written comments are welcomed and can be emailed to [cityclerk@cityofportorchard.us](mailto:cityclerk@cityofportorchard.us))*

**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**

<b>COMMITTEE MEETINGS</b>	<b>Date &amp; Time</b>	<b>Location</b>
Finance	April 14, 2020; 5:30pm - 2 <sup>nd</sup> Tuesday of each month	City Hall
Economic Development and Tourism	TBD; 9:30am - 2 <sup>nd</sup> Monday of each month	City Hall
Utilities	May 19, 2020; 5:00pm - 3 <sup>rd</sup> Tuesday of each month	City Hall
Sewer Advisory	May 27, 2020; 6:30pm	City Hall
Land Use	TBD; 9:30am - 1 <sup>st</sup> Monday of each month	DCD*
Transportation	April 28, 2020; 5:00pm - 4 <sup>th</sup> Tuesday of each month	City Hall
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	TBD; 3:30pm - 3 <sup>rd</sup> Tuesday of each month	City Hall
Outside Agency Committees	Varies	Varies

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

**CITY COUNCIL GOOD OF THE ORDER**

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Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.  
 The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.  
 Meeting materials are available on the City's website at: [www.cityofportorchard.us](http://www.cityofportorchard.us) or by contacting the City Clerk's office at (360) 876-4407.  
 The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk's office should you need special accommodations.



**City of Port Orchard  
Council Meeting Minutes  
Regular Meeting of March 10, 2020**

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**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:

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

Staff present: Community Development Director Bond, City Attorney Archer, City Clerk Rinearson and Deputy City Clerk Floyd.

**A. PLEDGE OF ALLEGIANCE**

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

**2. APPROVAL OF AGENDA**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to approve the agenda as presented.

**The motion carried.**

**3. CITIZENS COMMENTS**

There were no citizen comments.

**4. CONSENT AGENDA**

- A.** Approval of Voucher Nos. 79038 through 79092, including bank drafts in the amount of \$649,081.43 and EFT's in the amount of \$958.70 totaling \$650,040.13.
- B.** Approval of Payroll Check Nos. 79093 through 79095 including bank drafts and EFT's in the amount of \$143,298.85; and Direct Deposits in the amount of \$184,199.40 totaling \$327,498.25.
- C.** Approval of the February 18, 2020, Council Work Study Session Meeting Minutes

- D. Approval of the February 25, 2020, Council Meeting Minutes
- E. Adoption of an Ordinance Repealing and Replacing Port Orchard Municipal Code Chapter 2.16 Police Department (**Ordinance No. 002-20**)

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

**The motion carried.**

## **5. PRESENTATION**

### **A. South Kitsap Fire and Rescue Levy/Bond Presentation**

Fire Chief Steve Wright discussed his agency and the August 4, 2020, ballot measure. He spoke about the last Bond that passed a few years ago and the services it provided. This year's Bond is to replace 3 fire stations, upgrade headquarters campus, and upgrade existing stations.

Mayor Putaansuu spoke briefly about the navigator program and how it benefits the community.

## **6. PUBLIC HEARING**

There were no public hearings.

## **7. EXECUTIVE SESSION**

Mayor Putaansuu noted there was an updated amendment No. 4 to the 640 Bay Street Purchase and Sale agreement and asked Council if they were comfortable with what was included in their packet and if they still wanted to go into executive session.

After brief deliberations, Council agreed they did not need an executive session.

## **8. BUSINESS ITEMS**

### **A. Approval of Amendment No. 4 to Contract No. 053-18 with Waterman Investment Partners, LLC for the 640 Bay Street Purchase and Sale Agreement**

Councilmember Clauson announced the attorney representing the purchaser is also the attorney for Kitsap Transit. He said if anyone has any objections, he will step aside.

There were no objections.

Councilmember Cucciardi pointed out an error in the Amendment No. 4 title and Community Development Director Bond asked to have the table removed in the exhibit map.

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Clauson, to approve Addendum No. 4 to the real estate purchase and sale agreement for the City's property at 640 Bay Street.

**The motion carried.**

**B. Adoption of an Ordinance Authorizing a Civil Engineer II Position**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Clauson, to adopt an ordinance, approving the position and salary scale for a Civil Engineer II position in the Public Works/Engineering Department thereon, as presented in Exhibit A.

**The motion carried.**

**(Ordinance No. 003-20)**

**C. Approval of Change Order No. 1 to Contract No. 019-20 with Arken, Inc. for the 2020 Library Leak Repair**

**MOTION:** By Councilmember Clauson, seconded by Councilmember Diener, to authorize the Mayor to execute Change Order No. 1 to Contract No. 019-20 with Arken, Inc. in the amount of \$14,068.85.

**The motion carried.**

**D. Approval of the 2020 Comprehensive Plan Amendment Agenda**

**MOTION:** By Councilmember Ashby, seconded by Councilmember Diener, to approve the 2020 Comprehensive Plan amendment agenda pursuant to POMC 20.04.060, as presented.

**The motion carried.**

**9. DISCUSSION ITEMS (No Action to be Taken)**

**A. Remote Meeting Option**

Mayor Putaansuu explained he has not been traveling to many meetings due to the virus, and one of the tools he has used is Zoom. It allows him to attend meetings remotely. He asked Council and staff to login into the software for testing.

Police Chief Brown and Finance Director Crocker remotely logged in to the Council meeting at 7:17 p.m.

**10. REPORTS OF COUNCIL COMMITTEES**

Councilmember Cucciardi reported on the March 9<sup>th</sup> Economic Development and Tourism committee meeting. The next meeting is scheduled for the second Monday in April [April 13<sup>th</sup>].

Mayor Putaansuu reported the Transportation committee is scheduled to meet March 24<sup>th</sup>.

Councilmember Lucarelli reported the Utilities committee meeting is scheduled for Monday [March 16<sup>th</sup>]. The Sewer Advisory Committee meeting is scheduled for May 27<sup>th</sup>. The Festival of Chimes and Lights committee is scheduled for March 16<sup>th</sup>.

Councilmember Diener reported on the March 3<sup>rd</sup> Land Use committee meeting. The next meeting is scheduled for April 6<sup>th</sup>.

Mayor Putaansuu reported on the Kitsap Public Health Board and City of Port Orchard personnel policies and City Hall closures.

## **11. REPORT OF MAYOR**

The Mayor reported on the following:

- Revised projects for the Community Service Day;
- Meeting with Port of Bremerton;
- Social media updates;
- Housing updates;
- Updates to Personnel Policies;
- Statewide single bag ban;
- Navigator position;
- Logging activity near Glenwood Road;
- Permit for Dutch Brothers;
- New building inspector position; and
- Salary survey and workforce study contract.

## **12. REPORT OF DEPARTMENT HEADS**

Finance Director Crocker and Council discussed dates for the next Finance Committee meeting and agreed upon April 14<sup>th</sup> at 5:30 p.m.

Community Development Director Bond reported on permitting including McCormick North, Kaiser Permanente, and Stetson Heights.

Finance Director Crocker and Police Chief Brown logged out of the remote session at 7:30 p.m.

Mayor and Council spoke about the remote login process and electronic Council meeting packets.

Councilmember Rosapepe had the opportunity to watch the processing of ballots at the County and recommends others to do the same. He was very impressed with the operation and the seriousness of the workers.

**13. CITIZEN COMMENTS**

There were no comments by the public.

**14. ADJOURNMENT**

The meeting adjourned at 8:04 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Rinearson, MMC, City Clerk

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Robert Putaansuu, Mayor



**City of Port Orchard  
Special Meeting/ Work Study Session  
March 17, 2020**

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**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:

Councilmember Ashby	Present via Remote Access
Councilmember Chang	Present
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Mayor Pro-Tem Rosapepe	Present via Remote Access
Mayor Putaansuu	Present

Staff present: City Clerk Rinearson and Office Assistant II Whisenant.

Staff present via remote access: City Attorney Archer and Public Works Director Dorsey.

**A. PLEDGE OF ALLEGIANCE**

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

Mayor Putaansuu noted per the Governor's order, older adults and individuals with underlying medical conditions are encouraged not to attend this meeting, including employees. We are practicing social distancing here this evening.

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Diener, to move Item No. 5 to Item No. 1 tonight.

**The motion carried.**

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

**The motion carried.**

**2. CITIZENS COMMENTS**

There were no citizen comments.



### 3. ACTION ITEMS

#### 1. Adoption of an Ordinance Amending Port Orchard Municipal Code Sections 2.04.010, 2.04.160, 2.04.210, Adopting POMC 2.04.045, Pertaining to Remote Meeting Policy

**MOTION:** By Councilmember Diener, seconded by Councilmember Lucarelli, to adopt an ordinance, amending Port Orchard Municipal Code Sections 2.04.010, 2.04.160, 2.04.210, adopting POMC 2.04.045, pertaining to Remote Meeting Policy, as presented.

Upon request of Councilmember Cucciardi, Mayor Putaansuu read section 2.04.045 into record.

Councilmember Ashby said if the Mayor needs Councilmembers to attend remotely, she does not want the Mayor in a position to where he can handpick who attends the meeting.

In response to Mayor Putaansuu, City Attorney Archer recommended the City create a one-sheet policy that interprets section 2.040.45. The Ordinance can be adopted as it stands now and take the policy interpretation step tomorrow.

In response to City Clerk Rinearson, City Attorney Archer noted this would be a management policy or interpretation and would require no Council action.

Mayor Putaansuu explained he would be more comfortable bringing this policy amendment back to Council next week.

**The motion passed. Councilmember's Diener, Chang, Cucciardi and Lucarelli voted yes. Councilmember's Ashby, Rosapepe and Clauson did not vote as they were attending via remote access.**

**(Ordinance No. 005-20)**

#### 2. Approve and Ratify the Mayor's Proclamation of Local Emergency Pursuant to RCW 38.52.070

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Diener, to approve of and ratify the Mayor's Proclamation of Local Emergency, pursuant to RCW 38.52.070.

**The motion passed. Councilmember's Diener, Chang, Cucciardi and Lucarelli voted yes. Councilmember's Ashby, Rosapepe and Clauson did not vote as they were attending via remote access.**

#### 3. Report on Revisions to Personnel Policies during Local Emergency

Mayor Putaansuu said he emailed an updated version of amended Personnel Policies regarding unusual weather conditions, natural disasters or other states of emergency. He plans to institute

another policy tomorrow morning regarding pandemic public health emergency response recovery and policy regarding employees who have communicable illnesses or who are experiencing flu-like symptoms as identified by health authorities are prohibited from going to work. Also, employees required use of leave time if needed; altering business hours; implementing temporary emergency procedures to minimize in-person contact between employees; reduced front counter services; and work from home schedules.

**4. Adoption of an Ordinance Ratifying Suspension of Utility Shut-off and Amending Port Orchard Municipal Code Section 13.04.050**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt an Ordinance ratifying suspension of utility shut-off and amending Port Orchard Municipal Code section 13.04.050, as presented.

**The motion passed. Councilmember's Diener, Chang, Cucciardi and Lucarelli voted yes. Councilmember's Ashby, Rosapepe and Clauson did not vote as they were attending via remote access.**

**(Ordinance No. 004-20)**

**5. Adoption of an Ordinance Approval of an Ordinance Amending Port Orchard Municipal Code Sections 2.50.010, and Adopting POMC 2.50.020, Pertaining to Hours of Operation and Closure of City Facilities**

**MOTION:** By Councilmember Chang, seconded by Councilmember Diener, to adopt an Ordinance amending Port Orchard Municipal Code sections 2.50.010, and adopting POMC 2.50.020, pertaining to hours of operation and closure of city facilities, as presented.

**The motion passed. Councilmember's Diener, Chang, Cucciardi and Lucarelli voted yes. Councilmember's Ashby, Rosapepe and Clauson did not vote as they were attending via remote access.**

**(Ordinance No. 006-20)**

**6. GOOD OF THE ORDER**

Mayor Putaansuu said he would like next week's agenda to be very light. He spoke about the items on the agenda and noted some of them will be moved to another night. Additionally, Community Service Day has been postponed until further notice; spoke about attending an emergency Public Health Board meeting; take personal responsibility if you are sick and stay home; City's policies regarding working from home; may need to help staff the Emergency Operation's Center; Kitsap County grant for \$700,000; safety precautions staff is taking at City Hall; social distancing; and sales tax revenues.

**7. ADJOURNMENT**

The meeting adjourned at 7:16 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Rinearson, MMC, City Clerk

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Robert Putaansuu, Mayor



**City of Port Orchard**

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

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**Agenda Staff Report**

Agenda Item No.: Business Item 7A  
Subject: Adoption of an Ordinance Amending Port Orchard Municipal Code Section 2.04.045 Remote Attendance

Meeting Date: April 14, 2020  
Prepared by: Charlotte Archer  
City Attorney  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** At the March 17, 2020, City Council meeting, discussion was held regarding remote meeting attendance. The Council raised issues regarding the proposed new code section for remote attendance by Councilmembers, including: (1) ensuring that the language was plural, so that multiple Councilmembers (or employees) could attend, if necessary; and (2) ensuring that, in the event of an emergency necessitating remote attendance, all Councilmembers are offered remote attendance to limit the Mayor’s (or Mayor Pro Tem’s) discretion.

This Ordinance also includes a declaration of emergency, and if adopted, would be immediately effective.

Proposed ordinance has been provided for your consideration.

**Recommendation:** N/A

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** “I move to adopt an Ordinance Amending Port Orchard Municipal Code Section 2.04.045, Pertaining to Remote Attendance, as presented.”

**Fiscal Impact:** Unknown

**Alternatives:** N/A

**Attachments:** Draft redline Ordinance.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO COUNCIL MEETINGS; AMENDING PORT ORCHARD MUNICIPAL CODE SECTION 2.04.045 FOR COUNCIL MEETING ATTENDANCE; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, Chapter 35A.110 RCW, including but not limited to RCW 35A.12.110, establishes the parameters for the conduct of council meetings, including notice and attendance; and

**WHEREAS**, in compliance with Chapter 35A.110 RCW, the City Council by Ordinance designated the date and time, location, and parameters for council meetings, codified at Port Orchard Municipal Code (POMC) Chapter 2.04; and

**WHEREAS**, the City Council finds that amendments to POMC Section 2.04.045 pertaining to the time and remote attendance of meetings by Council members and City staff are necessary and appropriate to ensure the health and safety of the Council, public, and the City's employees;

**WHEREAS**, the Mayor issued a Proclamation of Local Emergency on March 16, 2020, pertaining to the spread of the novel coronavirus known and COVID-19, and the City Council ratified that Proclamation at an open meeting by motion on March 17, 2020 confirming the existence of an emergency in the City; now, therefore

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**SECTION 1. Amendment.** Port Orchard Municipal Code 2.04.045 is hereby amended to read as follows:

2.04.045 Remote Attendance.

The Mayor, or in the Mayor's absence the mayor pro tem (the "Presiding Officer"), may approve Councilmembers or employees appearance at a regular, special or work study session meeting via video conferencing or telephone ("remote attendance") under the following circumstances:

- a. When action on a measure to be voted on **should** not be delayed but rather requires ~~immediate~~ action or remedy; and
- b. The remote attendance is for the benefit of the City and not for the benefit of an individual Councilmember; and
- c. In the event of fire, flood, earthquake, or other emergency relating to public health and safety.

If the above requirements are met, the Presiding Officer shall notify all Councilmembers in advance of the meeting, and shall accommodate all requests by Councilmembers for remote attendance.

**SECTION 2. Declaration of Emergency.** Pursuant to RCW 35A.12.130 and RCW 35A.13.190, this Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the recitals set forth above, which are adopted by reference.

**SECTION 3. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**SECTION 4. Effective Date.** This ordinance shall be in full force and effect upon adoption. The Clerk is authorized to post and publish this ordinance, as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 14<sup>th</sup> day of March-April 2020.

Formatted: Superscript

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

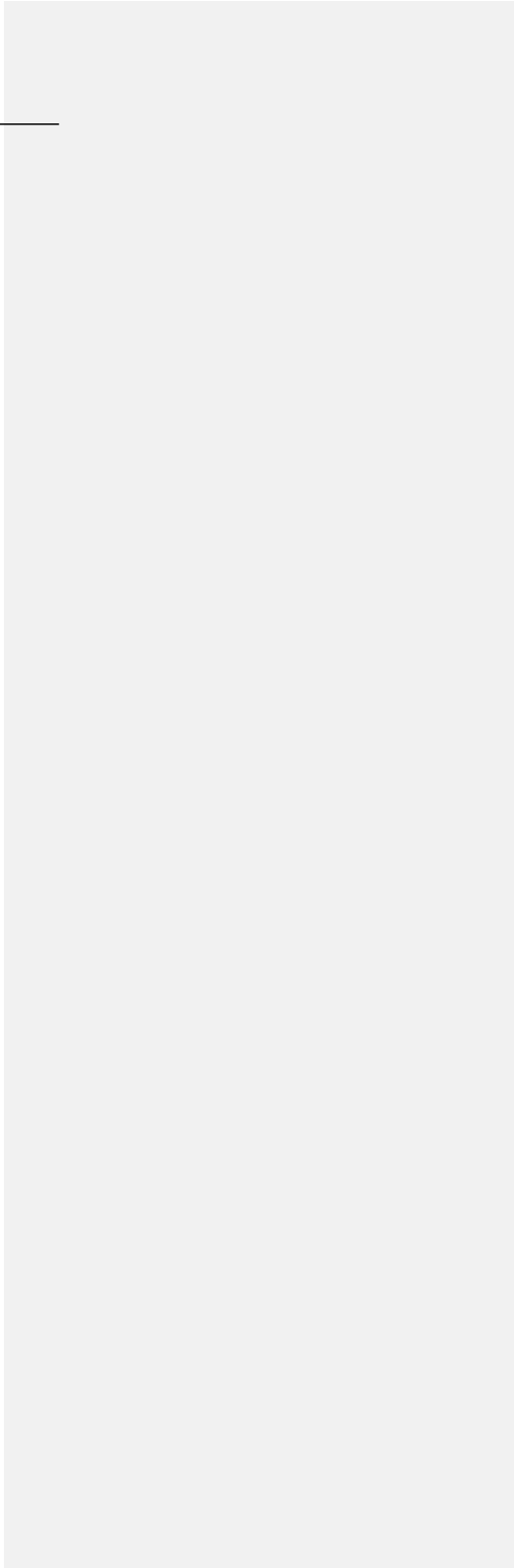
SPONSORED BY:

\_\_\_\_\_

\_\_\_\_\_

Charlotte A. Archer, City Attorney

Shawn Cucciardi, Councilmember





**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: Adoption of a Resolution Approving a  
Contract with the Washington State  
Department of Commerce for the  
McCormick Woods Sanitary Sewer Lift  
Station No. 2 Rebuild Project Grant

Meeting Date: April 14, 2020  
Prepared by: Mark Dorsey, P.E.  
Public Works Director  
Atty Routing No.: Public Works – 9  
Atty Review Date: April 8, 2020

**Summary:** The City of Port Orchard has been awarded a Direct Appropriations Grant from the 2019-2020 Capital Budget managed by the State Department of Commerce for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project. The application for this grant, the City’s receipt of this grant via legislative allocation, and the project associated with this grant have been discussed at prior Council meetings in 2019 and 2020, including a presentation on this project at the Council’s retreat in January 2020.

The general terms of the Grant are as follows:

- Grant Amount: \$800,000
- City Share: \$784,000
- Start Date: 7/1/2019
- End Date: 6/30/2023

The Grant funding (Commerce Agreement No. 20-96627-155) will be added to the City’s current Sewer Capital Fund No. 423 within the adopted 2019-2020 Biennial Budget. The McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project Ad Ready Design was awarded to Stellar J. Corporation (Contract No. 067-19) on December 10, 2019 and construction has already commenced.

The City finds that discussion on this item and possible action complies with Governor Inslee’s Proclamation 20-28. Discussion and possible action are necessary for multiple reasons: this project is essential to the City’s sanitary sewer system, which is a key component of the City’s essential services for public health and safety; and this project and the acceptance of the grant funding is time-sensitive because work has commenced at a substantial cost to the City. Discussion and possible action on this item are routine for many reasons: taking action to accept a grant from DOC is a common occurrence when grant funding is allocated to Port Orchard, like many cities in Washington; and this project has been on the City’s agenda for over a year, acceptance of this grant has been discussed at many publicly-noticed City Council meetings, and the public has been previously able and invited to comment on this project and grant.



**Relationship to Comprehensive Plan:** Chapter 7 - Utilities

**Recommendation:** Staff recommends that the City Council approve a Contract with the State Department of Commerce, thereby accepting a Direct Appropriations Grant for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project in the amount of \$800,000.00.

**Motion for Consideration:** I move to adopt a Resolution authorizing the Mayor to execute a Contract with the State Department of Commerce accepting a Direct Appropriations Grant for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project in the amount of \$800,000.00.

**Fiscal Impact:** None

**Alternative:** None

**Attachment:** Resolution and Commerce Agreement No. 20-96627-155.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING TERMS AND CONDITIONS ASSOCIATED WITH DEPARTMENT OF COMMERCE GRANT NO. 20-96627-155, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMMERCE FOR THE MCCORMICK WOODS SANITARY SEWER LIFT STATION NO. 2 REBUILD PROJECT.**

**WHEREAS**, on June 26, 2019, the City of Port Orchard was awarded an \$800,000 direct appropriation state grant from the 2019-2020 Capital Budget for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project; and

**WHEREAS**, on July 15, 2019, the City's Public Works Department submitted the required Contract Readiness Survey, Historic & Cultural Resources Review and the LEED Certification Documentation to Commerce; and

**WHEREAS**, on March 17, 2020, the City's Public Works Department received concurrence of 'No Cultural Resources Impact' from the Department of Archaeological & Historic Preservation; and

**WHEREAS**, on March 19, 2020, the City of Port Orchard received Direct Appropriation Grant Agreement No. 20-96627-155; and

**WHEREAS**, the City Council has determined it to be in the best interests of the City to enter into a Contract with Commerce for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Mayor or designee is hereby authorized to execute the contract with the Department of Commerce for Grant Number 20-96627-155 for the McCormick Woods Sanitary Sewer Lift Station No. 2 Rebuild Project attached hereto as Exhibit A.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 14<sup>th</sup> day of April, 2020.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Rinearson, MMC, City Clerk



# Department of Commerce

**Grant to**

City of Port Orchard  
through

The Local and Community Projects Program

**For**

McCormick Woods Sewer Lift Station

**Start date:** July 1, 2019



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# FACE SHEET

Grant Number: **20-96627-155**

Project Name: **McCormick Woods Sewer Lift Station**

**Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit**

<b>1. GRANTEE</b> City of Port Orchard 216 PROSPECT ST PORT ORCHARD, WA 98366-5326		<b>2. GRANTEE Doing Business As (optional)</b> N/A	
<b>3. GRANTEE Representative</b> Heidi Draper, (360) 876-4407 hdraper@cityofportorchard.us		<b>4. COMMERCE Representative</b> Susan Butz, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 725-2741 <a href="mailto:susan.butz@commerce.wa.gov">susan.butz@commerce.wa.gov</a>	
<b>5. Grant Amount</b> \$784,000.00	<b>6. Funding Source</b> Federal: State:X Other: N/A:	<b>7. Start Date</b> July 1, 2019	<b>8. End Date</b> June 30, 2023 (subject to reappropriation)
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0025665-00	<b>12. UBI #</b> 182000005	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name  _____ Title  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM</b>  _____ Luke Eaton, Assistant Attorney General <b>8/13/2019</b>  _____ Date	



## DECLARATIONS

### GRANTEE INFORMATION

GRANTEE Name: **City of Port Orchard**  
Grant Number: 20-96627-155  
State Wide Vendor Number: SWV0025665-00

### PROJECT INFORMATION

Project Name: **McCormick Woods Sewer Lift Station**  
Project City: PORT ORCHARD  
Project State: Washington  
Project Zip Code: 98366-5326

### GRANT AGREEMENT INFORMATION

Grant Amount: **\$784,000.00**  
Appropriation Number: SHB 1102.PL Section 1042 (2019 Regular Session)  
Re-appropriation Number (if applicable): N/A  
Grant End Date: **June 30, 2023 (subject to reappropriation)**  
Biennium: 2019-2021  
Biennium Close Date: June 30, 2021  
Earliest Date for Construction Reimbursement: July 1, 2016

### ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A



**SPECIAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- E. Other costs authorized through the legislation

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT**

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

**11. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.



Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

## **12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

## **13. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

## **14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

## **15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

**16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

**21. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

**22. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**23. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**24. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**25. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**27. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**28. ATTORNEYS’ FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

**29. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Accounting Services  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

### **30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **31. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **32. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

### **33. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.



**34. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**35. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**36. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**37. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**38. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**39. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**40. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

**41. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**43. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**44. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**45. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**46. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**47. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**48. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**49. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**50. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**51. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**52. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**53. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**54. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**55. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**56. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**57. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**58. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **59. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant  
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

#### **60. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## **ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant will be used for capital expenditures related to the complete rebuild and upgrade of the McCormick Woods Sanitary Sewer Lift Station #2, located at 3011 SW Old Clifton Road, Port Orchard, WA 98367. Costs may include, but are not limited to, demolition and new construction. This project began in May 2018, and is expected to be substantially complete by October 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

### **CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

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GRANTEE

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TITLE

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DATE





**ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

<b>Type of Funding</b>	<b>Source Description</b>	<b>Amount</b>
Grant	Washington State Department of Commerce	\$784,000.00
<b><i>Other Grants</i></b>		
Grant #1		\$
Grant #2		\$
<b>Total Other Grants</b>		<b>\$0.00</b>
<b><i>Other Loans</i></b>		
Loan #1		\$
Loan #2		\$
<b>Total Loans</b>		<b>\$0.00</b>
<b><i>Other Local Revenue</i></b>		
Source #1	City of Port Orchard	\$3,448,500.00
<b>Total Local Revenue</b>		<b>\$3,448,500.00</b>
<b><i>Other Funds</i></b>		
Source #1		\$
Source #2		\$
<b>Total Other Funds</b>		<b>\$0.00</b>
<b>Total Project Funding</b>		<b>\$4,232,500.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF  
PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**EXEMPT: DO NOT SIGN**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 7C  
Adoption of a Resolution Authorizing the Use of  
Digital and Electronic Signature Technology, and  
Ratifying the Use of Electronic Signatures During  
Declared Emergency

Meeting Date: April 14, 2020  
Prepared by: Charlotte Archer  
City Attorney  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** This Resolution authorizes the use and receipt of electronic signatures by the City in lieu of handwritten signatures, pursuant to state law.

By way of background, in 2015, the Washington legislature enacted Chapter 19.360 RCW, adopting regulations for the use, acceptance and removal of barriers to the use and acceptance of electronic signatures by public agencies. The legislation further authorized electronic dealings for governmental affairs and transactions via electronic signature rather than a more traditional handwritten signature on documents necessary for certain governmental transactions.

During its most recent session, the legislature enacted Engrossed Substitute Senate Bill 6028 (2020 Reg. Sess.), effective June 2020, which adopts the provisions of the Uniform Electronic Transactions Act, an act proffered by the Uniform Law Commission to establish standards for electronic signatures and electronic records nationwide. In 2000, the Electronic Signatures in Global and National Commerce Act (ESIGN) was enacted at the federal level to establish that non-UETA state enactments were federally preempted unless they were consistent with ESIGN and UETA. During the 2020 session, the legislature responded to that preemption by adopting UETA provisions, including that a record or signature may not be denied legal effect or enforceability solely because it is in electronic form. Importantly, the directive to local agencies under Ch. 19.360 RCW (which has been repealed and replaced by ESSB 6028) remains the same under the new law:

Each governmental agency of this state shall determine whether, and the extent to which, a governmental agency will create and retain electronic records and convert written records to electronic records.

Both Ch. 19.360 and the new law effective June 2020 authorize public agencies to adopt policies as to the manner and format in which electronic records must be created, generated, sent and stored, and the manner and format in which the electronic signature must be affixed to an electronic record.

This Resolution would do two things. First, the City Council would authorize the use or receipt of an electronic signature in lieu of a written signature, and establish policies for the implementation of this authorization by staff. Second, the City Council would ratify the use of an electronic signature signed (or received) electronically due to the COVID public health crisis.

**Recommendation:** Staff recommends the Council authorize the use and receipt of electronic signatures.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to adopt a Resolution authorizing the use of digital and electronic signature technology, establishing an associated policy, and ratifying the use of electronic signatures during the declared emergency.

**Fiscal Impact:** There is no fiscal impact.

**Alternatives:** Not approve the plan and provide additional guidance.

**Attachments:** Resolution and Exhibit A – Policy for Use and Receipt of Electronic Signatures

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
AUTHORIZING THE USE OF DIGITAL AND ELECTRONIC  
SIGNATURE TECHNOLOGY, AND RATIFYING USE OF ELECTRONIC  
SIGNATURES DURING DECLARED EMERGENCY**

**WHEREAS**, RCW 19.360.020 authorizes municipalities in Washington to utilize electronic signatures in the conduct of governmental affairs and other transactions where their use has been authorized by the legislative body; and

**WHEREAS**, during the 2020 legislative session the Washington state legislature adopted the Uniform Electronics Transactions Act, ESSB 6028, effective June 11, 2020, which repeals and replaces Chapter 19.360 RCW but continues to allow municipalities to determine whether, and the extent to which, the agency will send and accept electronic signatures in the conduct of its business; and

**WHEREAS**, the use of electronic signature technologies can benefit the City of Port Orchard by decreasing the City's reliance on paper transactions and physical documents, lessening administrative demands, improving efficiency, leveraging the City's investments in digital technology, and saving time and reducing costs associated with conducting City business; and

**WHEREAS**, the City has the capability, in conjunction with its document management service provider Laserfiche, to utilize various electronic signature technologies including industry leader DocuSign; and

**WHEREAS**, the value of electronic signatures is heightened and apparent during a declared state of emergency such as the current COVID-19 pandemic, when City business must be conducted via remote technologies due to the Governor's Stay Home, Stay Safe Proclamation; and

**WHEREAS**, the City Council desires to authorize the use and receipt of electronic signatures, and to adopt policies for the implementation of this authorization to provide reasonable assurances for the integrity, authenticity, and nonrepudiation of electronic documents when electronic signatures are used;

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The City Council finds it to be in the public interest to allow the use of electronic signatures for City business to the fullest extent allowed by law. An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations in



this section and under state and federal law. The City Council authorizes the Mayor, Mayor Pro Tem, City Department Directors or their designees, and Councilmembers to affix electronic signatures to electronic records, or accept such electronic signatures, provided that:

- A. The electronic signature is affixed or accepted in accordance with the policy attached hereto as Exhibit A, and incorporated herein by reference.
- B. The individual is authorized to sign the document.
- C. The electronic signature contains, at a minimum:
  - a. The signatory's full first and last name, and for City employees, elected officials, or representatives of an entity, the signatory's title;
  - b. A representation of the individual's signature or acknowledgment of digital signature in lieu of physical signature (e.g., using an "I accept" or "I agree" check box with an affirmation statement); and
  - c. The date and time of the signature, unless the electronic signature technology is self-auditing.

**THAT:** An electronic signature may not be used on any record other than that shall not be executed by electronic signature pursuant to a federal, state or local law.

**THAT:** The City Council directs the Mayor to adopt any necessary administrative processes to implement the use of electronic signatures by the City consistent with this resolution and attached policy, and in compliance with the provisions of state law.

**THAT:** The City Council hereby ratifies the City's use and receipt of electronic signatures that comply with the policy adopted herein for the time period between the Mayor's Proclamation of Emergency, dated March 16, 2020, and the date of this resolution.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 14th day of April 2020.

---

Robert Putaansuu, Mayor

ATTEST:

---

City Clerk, Brandy Rinearson, MMC

**Exhibit A -  
City of Port Orchard  
Policy for Use and Receipt of Electronic Signatures**

Purpose

This policy is designed to:

- Provide reasonable assurance for the integrity, authenticity, and non-repudiation of electronic documents and records when electronic signatures and submissions are used and accepted; and
- Promote the use of electronic signatures and submissions across the agency.

Definitions

**Record.** A record is defined as any paper, machine-readable material, completed form, or other document, regardless of physical format, made or received by the City of Port Orchard (City) in connection with the transaction of public business.

**Electronic Signature.** An electronic sound, symbol or process, attached to or logically associated with an electronic record, and executed or adopted by a person with the intent to sign the record. An electronic signature includes:

**Digitized Signature.** A digitized signature is a graphical image of a handwritten signature.

**Digital Signatures.** A “digital signature,” which is a type of electronic signature, is created when the signer uses their private signing key to create a unique mark (called a “signed hash”) on an electronic document.

**Personal Identification Number (PIN) or password.** When using a PIN or password for an e-signature, a person accessing an application is required to enter identifying information, which may include an identification number.

Policy

- A. The City encourages electronic transactions and recognizes electronic records and signatures in all correspondence and transactions conducted by the City to the extent allowed by law.
- B. The specific method of electronic signature shall be approved in advance by the Mayor or designee, and shall afford a reasonable assurance level as to the integrity of the electronic signature, as determined by the Mayor or designee.

- C. At a minimum, Department Directors or their designee shall use the following criteria when determining the applicability and appropriate method of electronic signatures:
  - 1. Does the method of signing or the nature of the record adequately identify the signer?
  - 2. Does the method of signing adequately address the risks associated with the particular type of transaction while minimizing the barriers to conducting electronic transactions?
  - 3. Does the electronic signature method need to preserve the integrity of the electronic record being signed?
- D. Approvals must be documented and address each of the approval criteria required by this policy.
- E. The use and acceptance of an electronic signature affirmed by an electronic record notary public is permitted as long as the notarization complies with the Revised Uniform Law on Notarial Acts, Chapter 42.45 RCW.
- F. The use and acceptance of an electronic signature for electronic records utilized by the Port Orchard Police Department shall comply with the applicable requirements for CJIS records management, Washington State Court General Rule 30 and similar rules of application for Washington's courts, and the Department's case management software.



**City of Port Orchard**

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

**Agenda Staff Report**

Agenda Item No.	<u>Business Item 7D</u>	Meeting Date:	<u>April 14, 2020</u>
Subject	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with Northwest Cascade, Inc.</u>		<u>Public Works Director</u>
	<u>for a Grinder Pump Installation Project at</u>	Atty Routing No:	<u>N/A</u>
	<u>4330 Bethel Avenue and Documenting</u>	Atty Review Date:	<u>N/A</u>
	<u>Procurement Procedures</u>		

**Summary:** On February 4, 2020, pursuant to the Hearing Examiner’s Conditions of the Andiaso Preliminary Plat Decision, the City’s Public Works Department staff issued a Request for Proposal (RFP) to three (3) qualified Contractor’s from the current MRSC Small Works Roister (see Resolution Exhibit A attached) for the installation of a sewerage grinder pump to replace the existing onsite septic system impacted by the reconstruction of Blueberry Road. By the February 28, 2020 deadline, only one (1) Proposal was received. On March 18, 2020, staff confirmed the requirements of the Bidder’s Checklist and determined that Northwest Cascade, Inc. was the lowest responsible bidder for the Project, with a bid of \$16,132.00 (applicable taxes included.)

**Recommendation:** Staff recommends adoption of Resolution No. 009-20, thereby approving Contract No. C039-20 with Northwest Cascade, Inc. for the Grinder Pump Installation at 4330 Bethel Avenue in the amount of \$16,132.00 (applicable taxes included.) In addition, the Condition also stipulates that the County, or their successor, pays the appropriate Sewer Connection Fees.

**Relationship to Comprehensive Plan:** Chapter 7 – Utilities (Sewer)

**Motion for Consideration:** I move to adopt Resolution No. 009-20, thereby approving Contract No. C039-20 with Northwest Cascade, Inc. for the Grinder Pump Installation at 4330 Bethel Avenue in the amount of \$16,132.00 (applicable taxes included) and documenting the Professional Services procurement procedures. In addition, this Motion allows for the City of Port Orchard to pay the appropriate Sewer Connection Fees as required.

**Fiscal Impact:** No funding was allocated within the 2019-2020 Biennial Budget for this unforeseen Project. A budget amendment from the Sewer Utility Fund will be required.

**Attachments:** Resolution No. 009-20 w/ Exhibit A and Contract No. C039-20.

**RESOLUTION NO. 009-20**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. C039-20 WITH NORTHWEST CASCADE, INC. FOR A GRINDER SYSTEM INSTALLATION AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, on April 24, 2009, as a Condition of the Blueberry Road reconstruction, Kitsap County executed a Right of Way Deed for Blueberry Road SE with the abutting property owner at 4330 Bethel Rd. (AFN 200904300075); and

**WHEREAS**, there was a predetermined adverse impact to the abutting property owner's onsite septic system as a result of the proposed reconstruction; and

**WHEREAS**, Kitsap County became responsible for decommissioning the abutting property owner's existing onsite septic tank and for the installation of a new grinder system and associated West Sound Utility District Connection Fees; and

**WHEREAS**, on November 22, 2011, the City of Port Orchard became the successor to this deed (AFN 200904300075) through the Bethel Avenue North Annexation (Ordinance No. 019-11); and

**WHEREAS**, on February 4, 2020, city staff followed procurement guidelines and issued an Invitation To Bid to three (3) contractors selected off the MRSC Roster (see Exhibit A attached); and

**WHEREAS**, on February 28, 2020 the City received one (1) responsive low bid, whereby Staff then confirmed the requirements of the Bidder's Checklist; now, therefore

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Port Orchard City Council approves Contract No. C039-20 with Northwest Cascade, Inc. for the conversion of the existing onsite septic system at 4330 Bethel Road to a grinder system and the associated West Sound Utility District Connection Fees for this connection.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 14<sup>th</sup> day of April 2020.

---

Robert Putaansuu, Mayor

ATTEST:

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Brandy Rinearson, MMC, City Clerk

# RES.EX. A

**Public Agency Name:** City of Port Orchard  
**Roster Type:** Small Works Roster  
**Date:** 02/04/2020  
**Time:** 08:48 am  
**Main-Category:** Sanitary Sewer Construction, Repair, and Maintenance  
**Sub-Category:** Residential Side Sewer Service Installation

---

## Small Works Roster Businesses:

A- Advanced Septic & Construction  
A 1 asphalt paving Inc  
Accord Contractors, LLC  
Active Construction Inc.  
Advanced Boring Specialists, Inc.  
all county roofer  
Allied Plumbing and Pumps, LLC  
Andrew Spear Construction, LLC  
Apex Mechanical llc  
Aqua Tech , llc  
Arzate Contractors LLC  
Baker Underground & Construction, LLC  
Bamford Septic Repair LLC  
Barcott Construction LLC  
Barrett Utilities LLC  
Black Hills Excavating Inc.  
Black Rock Construction & Development LLC  
Brock Construction Inc  
BRUMFIELD CONSTRUCTION, INC  
Budget Sewer Co  
C&S Construction  
Campbell Underground LLC  
Cannon Construction Inc.  
Capstone Structures  
Cascade Utilities, Inc.  
Cascade West Construction Llc  
Clark And Sons Excavating INC  
Columbia Pacific Construction  
Combined Construction, Inc.  
Core Tap Construction LLC  
D & G Backhoe, Inc.  
D&H Enterprises  
D&R Excavating , Inc.  
Diggin it,  
DM Kelly Mechanical, Inc.  
dp excavation  
Drain-Pro, Inc.  
Empire Well Drilling LLC  
ESE CORPORATION  
Extreme Excavation  
FORMA Construction Company  
Gates Underground LLC  
Glacier Industries LLC  
Goldleaf Corporation  
Gray Excavation  
Green Earthworks Construction, Inc.  
Green Tech Excavation  
Grenlar Construction  
Hanson Excavation  
Huber General Contractors Inc  
I & I Services Group LLC  
Imperial Demolition & Earthworks  
Innovative Vacuum Services  
Insta-Pipe, Inc  
Interwest Construction Inc.  
Iron Creek Construction

Itasca Construction Services, Inc.  
 J.A.M. Construction, Inc.  
 JEM Contractors, Inc  
 J Lynn Environmental, LLC  
 KAM Construction Inc  
 Kar-Vel Construction  
 KCL Excavating Inc  
 KKLA Contractors, LLC  
 Lakeridge Paving Co., LLC  
 Laser Underground & Earthworks, Inc.  
 Lasher Timber llc  
 LaVelle Vac & Drainage  
 LESSARD EARTHWORK LLC  
 Liden Land Development & Excavation INC.  
 LineScape of Wash. LLC  
 Marshbank Construction, Inc.  
 Marwood General Construction  
 Matt Rychel  
 Maverick Construction and Demo  
 McCann Construction Enterprises, Inc.  
 MG EXCAVATION & CONST. LLC  
 Michael Green Construction, Inc.  
 MICHELS CORPORATION  
 Miles Resources, LLC  
 Mills General LLC  
 Molecular Inc  
 Motobird Construction LLC  
 Neptune General Contractors  
 North Fork Excavating Inc.  
 Northsound Utility and Construction, Inc.  
 \* Northwest Cascade, Inc.  
 Northwest Infrastructure  
 N P M Construction Co.  
 NW Construction General Contracting, Inc.  
 NW Relining LLC  
 NW Sewer & Drain  
 Oceanside Construction, Inc.  
 Olympic Peninsula Construction, Inc.  
 One.7, Inc.  
 OSG Dozing, LLC  
 P & P Excavating LLC.  
 Pacific Sitework  
 Pacific Specialty Contracting INC.  
 \* Pape & Sons Construction, Inc.  
 Peninsula Topsoil  
 PH Construction LLC  
 Port Susan Construction LLC  
 Proexc LLC  
 Puget Paving & Construction, Inc.  
 Rainproof Contracting, LLC  
 Rains Contracting Inc  
 Ram Construction General Contractors, LLC  
 Raptor Excavating and Contracting LLC  
 Rayfield Bros. Excavating, Inc.  
 RAZZ Construction, Inc.  
 RC Zeigler Company Inc  
 Redtail  
 Reign City Services LLC  
 Ridgeline Excavation & Utility  
 Rino Construction, LLC  
 Rocky Bay Construction  
 Rocky Lang  
 Rodarte Construction, Inc.  
 ROGNLINS INC.



Ron Hemley Septic Installations, Inc.  
ROTSCHY INC  
Sarkinen Ground Works Inc.  
SERVPRO Disaster Recovery Team  
SETON CONSTRUCTION INC.  
Sewer Solutions North West Inc  
Shamrock Paving, Inc.  
SHOEMAKER EXCAVATION INC.  
Shoreline Construction Co  
Sound Pacific Construction  
South Fork Enterprises  
South Sound Contractors, LLC  
SRV Construction, Inc  
Summit Construction  
Sun Coast Environmental NW Inc.  
Sustain A Build Ity, LLC  
Swick & Son Enterprises Inc  
Talbot Excavating Co., LLC  
Taylor pro LLC  
Tiger Construction, LTD  
TITAN Earthwork, LLC  
Transblue  
Trenchless Construction Services, LLC  
TRICO Companies, LLC  
Trinity Contractors Inc.  
Triple Eight Construction  
Vac-Tec Septic & Water LLC.  
Valdez Construction, Inc  
Valhalla Construction  
WA Underground Inc.  
Welwest Construction Inc.  
WestEnd Trucking LLC  
Western States Construction, Inc.  
Wilkinson Construction Co  
WT Solutions LLC  
Wyser Construction Co. Inc  
Zephyr's Inc.



**CITY OF PORT ORCHARD SMALL WORKS 35K AND UNDER  
CONSTRUCTION CONTRACT NO. C039-20  
PUBLIC WORKS PROJECT NO. 2020-001**

THIS Agreement is made effective as of the 15th day of April, 2020, by and between

CITY OF PORT ORCHARD, WASHINGTON (“CITY”)  
216 Prospect Street  
Port Orchard, Washington 98366  
Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and

Northwest Cascade, Inc. (“CONTRACTOR”)  
P.O. Box 73399  
Puyallup, WA 98373

Contact: Zachary Tiegs Phone: 253.244.8646 Fax: 253.848.2399

for the following Project:

*4330 Bethel Road Grinder Pump/Sewer Connection* (“PROJECT”)

The City and Contractor agree as follows:

1. **Contract Documents.** The Contractor shall complete the Work described in the Contract Documents for the Project. The following documents are collectively referred to as the “Contract Documents”:
  - a. This Agreement signed by the City and the Contractor;
  - b. Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;
  - c. The attached Special Provisions, Plans and Specifications;
  - d. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
  - e. Public Works Terms and Conditions;
  - f. Insurance and Bonding Requirements; and

- g. The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents a-f.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. **Date of Commencement and Substantial Completion Date.** The date of commencement shall be May 1, 2020. The Contractor shall substantially complete the Work not later than May 31, 2020, subject to adjustment by change order.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction Contract Documents, except those items mentioned therein to be furnished by the City.
4. Subject to additions and deductions by change order, the construction Contract Sum is the base bid amount of **\$16,132.00** (applicable sales tax included.) The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Construction Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents.
6. The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself, his employees, and sub-contractors.
7. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City of Port Orchard by reason of entering into this Construction Contract, except as expressly provided herein.

## 9. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

Therefore, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor

will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF PORT ORCHARD

CONTRACTOR

\_\_\_\_\_  
Robert Putannsuu, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST/AUTHENTICATE:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*)  
certify that I am the \_\_\_\_\_ (*Corporate Title*) of the  
corporation named as the Contractor in the Agreement attached hereto; that  
\_\_\_\_\_, (*Contract Signer*) who signed said Agreement on behalf  
of the Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation;  
that said Agreement was duly signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
Corp. officer signature (not contract signer)  
\_\_\_\_\_  
Printed  
\_\_\_\_\_  
Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_, (*corporate officer (not contract signer)*) being  
duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*)  
of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)  
My commission expires \_\_\_\_\_

**CITY OF PORT ORCHARD  
PUBLIC WORK PROJECT TERMS AND CONDITIONS**

The following terms and conditions shall be used in conjunction with the Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, together with the APWA Supplement (Section 1-99), as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "standard specifications". The standard specifications, except as they may be modified or superseded by these provisions, shall govern all phases of work under this Contract, and they are by reference made an integral part of these specifications and Contract as if herein fully set forth.

When the provisions of the standard specification conflict with the terms and conditions as contained herein, the terms and conditions shall prevail.

1. **BID PRICE:** The bid price(s) shall include all necessary permits, fees and items of labor, material, equipment, tools, overhead and compensation, supplies, taxes, utilities and other incidentals necessary to complete the work in a fully functional and operational state. All prices including bid prices are in US funds.

2. **DEFINITIONS:** The term "City" means Port Orchard, Washington, "successful bidder" means the apparent lowest and best responsible bidder to whom an award is made, and "Contractor" means the successful bidder who has satisfied the requirements for the award and who receives a contract executed by the City. "Bidder" means the person, firm or corporation that has made an offer in response to the invitation to bid. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

3. **LICENSING AND REGISTRATION:** The Contractor must have a Washington State certificate of registration per chapter 18.27 RCW; a current state unified business identifier number; and if applicable, industrial insurance coverage for the bidder's employees working in Washington, an Employment Security Department number, and a state excise tax registration number. In addition, the bidder must not be disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3).

4. **PUBLIC WORK REQUIREMENTS:** This project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages and fringe benefits, payment and performance bonds and sales tax implications in making their bids. It is the sole responsibility of the bidder to insure that the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications. The Contractor shall complete and file State of Washington, Department of Labor & Industries, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms and shall familiarize itself with their requirements. The Contractor shall also be responsible for and pay all costs pertaining to the processing of these forms.

5. **INSURANCE REQUIREMENT:** The successful bidder will furnish insurance as stipulated in the Attachment entitled "Insurance Requirements."

6. **RECEIPT OF ADDENDA:** All official clarifications or interpretations of the bid documents will be by written addenda only.

7. **PROJECT COMPLIANCE:** In compliance with the request for quotation, Bidder hereby proposes to perform all work for this project in strict accordance with the Contract Documents, at the Contract Sum, and within the time set forth herein with the understanding that time is of the essence in the performance of this Contract.

8. **TAXES:** Proposals shall include all applicable taxes except sales tax, which is a separate bid item. It shall be the Bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

9. **ERROR IN EXTENSION:** Unit price, when used, shall govern in case of extension error.

10. **PERMITS AND FEES:** The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this Contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid, etc. The Department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The Contractor is responsible for all fees resulting from these statutes.

11. **CONTRACT:** The Contract, when properly signed, will be the only form that will be recognized by the City as an award. The executed Contract supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the City and Contractor (parties), except as provided herein. The Contractor shall not make any changes, alterations, or variations in the terms of the Contract without the written consent of the City. No terms stated by the Bidder in its proposal shall be binding on the City unless accepted in writing by the City. The successful bidder may not assign the Contract resulting from this invitation to bid without the City's prior written consent. No waiver by the City of a breach of any provision of the terms and conditions outlined in the invitation to bid shall constitute a waiver of any other breach of such provision or of any other provisions.

12. **CHANGE ORDERS:** If the City or the Contractor requests a change in the Work, or either party believes that a change is necessary, then the parties shall comply with the following procedure to document and reflect a change in the Work: (a) The party requesting the change shall write a description of the change and give the description to the other party (the "Change Notice"); (b) Before proceeding with the change in Work, unless otherwise excused by emergency, the Contractor shall provide the City with a fixed-price written estimate of the cost and time impact of the change in Work; and (c) The City and the Contractor shall execute a Change Order confirming their agreement as to the change in Work, the fixed-price cost, and the extension of the Substantial Completion Date, if any. If the change in Work cannot be performed on a fixed-price basis, the Change Order shall identify the agreed method of compensation.

13. **CHANGE DIRECTIVES:** A "Change Directive" is a written order signed by the City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Substantial Completion Date, or both. The City may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Substantial Completion Date being adjusted accordingly. A Change Directive shall only be used in the absence of total agreement on the terms of a Change Order. Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work and advise the City of its agreement or disagreement with the proposed method for determining the proposed adjustment in the Contract Sum and/or Substantial Completion Date, if any, provided in the Change Directive. A Change Directive signed by the Contractor indicates agreement with all terms set forth in the Change Directive. Such agreement shall be effective immediately and shall be recorded as soon as practical with a Change

Order. If the parties are unable to agree on an adjustment to the Contract Sum and/or Substantial Completion Date, if any, then either party may submit the matter for determination in accordance with Section 21.

14. **MINOR CHANGES IN THE WORK:** The City shall have the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the Contract documents. The Contractor shall promptly carry out such written orders for minor changes in the Work.

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability or damage, including reasonable attorney's fees, by reason of successful bidder's violation of this paragraph.

16. **INDEMNIFICATION:** All services to be rendered or performed under this Contract will be rendered or performed entirely at the Contractor's own risk. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

17. **TERMINATION:** This Contract may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the City for breach by the Contractor of any of the obligations or requirements set forth in the Contract Documents which would, at the option of the City, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the City; or 4) by the City for non-appropriation of funds.

18. **TERMINATION BY THE CITY WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the City, without cause, may terminate the Contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the City to the Contractor on the Contract Sum, the City shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the City to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the City in the amount of such excess; and 4) Any funds obtained or retained by the Contractor as provided in subsections 2) or 3), above, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

19. **COMPLIANCE WITH TERMS:** The City may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.



20. PAYMENT: Contractor shall maintain time and expense records and provide them to the City along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within 45 days of receipt of a proper invoice. If the services rendered do not meet the requirements of the Contract, Contractor will correct or modify the work to comply with the Contract. City may withhold payment for such work until the work meets the requirements of the Contract.

21. DISPUTE RESOLUTION: In the event there is a dispute between the parties, the parties agree to resolve that dispute in the following manner: (a) The parties shall attempt in good faith to resolve any dispute promptly through negotiation. Either party may give the other party written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute; (b) If the parties are unable to resolve the dispute, they may elect to submit the dispute to mediation. The cost of the mediation shall be borne equally by the parties. The mediator shall be selected by the mutual agreement of the parties; (c) If the mediation does not result in a settlement of the dispute, the dispute shall be settled by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the then operative construction rules of JAMS. The parties may select an arbitrator by mutual agreement, or if unable to agree, the arbitrator will be selected pursuant to the rules of JAMS. The parties shall be bound by the decision of such arbitrator. The arbitration shall be conducted in Kitsap County, Washington; provided, if JAMS is unable to conduct the arbitration in Kitsap County, then the arbitration shall be held in such location as the parties may agree after consulting with JAMS.

## CITY OF PORT ORCHARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract with the City, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees and subcontractors.

No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG or substitute endorsements providing equivalent coverage.
- *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- *Builders Risk* insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. The Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

- *Employer's Liability* insurance limit of \$1,000,000 each accident, *Employer's Liability Disease* each employee \$1,000,000 and *Employer's Liability Disease – Policy* limit \$1,000,000.

Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- *Builders Risk* insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

Other Insurance Provisions. The Contractor's *Automobile Liability*, *Commercial General Liability* and *Builders Risk* insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.

Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, including but not limited to the Contractor's employee-owned tools, machinery, equipment or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as any temporary structures, scaffolding and protective fences.

Waiver of Subrogation. The Contractor waives all rights against the City, any of its Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by *Builders Risk* insurance or other property insurance obtained pursuant to this Insurance Requirements Section of the Contract or other property insurance applicable to the work. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation.

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

Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the *Automobile Liability* and *Commercial General Liability*

insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

Subcontractors. The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance. The insurance required by this Section will not be canceled, materially changed or altered without forty-five (45) days prior written notice submitted to the City. Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**CITY OF PORT ORCHARD  
DECLARATION OF OPTION FOR PERFORMANCE  
BOND OR ADDITIONAL RETAINAGE**

**(APPLICABLE TO CONTRACTS OF \$150,000 OR LESS – RCW 39.08.010)**

*Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.*

The Contractor elects to:

\_\_\_\_\_ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents.

\_\_\_\_\_ (2) Have the City retain, in lieu of the performance and payment bonds, ten percent (10%) of the total contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. RCW 39.08.010.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall defend, indemnify, and save harmless the City of Port Orchard, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

\_\_\_\_\_  
*Contractor Signature, Date* \_\_\_\_\_  
Bond No. \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

**CITY OF PORT ORCHARD  
4330 BETHEL RD SEWER CONNECTION  
CONTRACT NO. C039-20**

Bond to City of Port Orchard, Washington

Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_,  
(Principal) (Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for a project entitled 4330 Bethel Rd Sewer Connection Contract No. C039-20 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project; and
- Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or
- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney’s fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of  
Agent and/or Surety Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

**ACKNOWLEDGEMENT**

**Corporation, Partnership, or Individual**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the (check one of the following boxes):

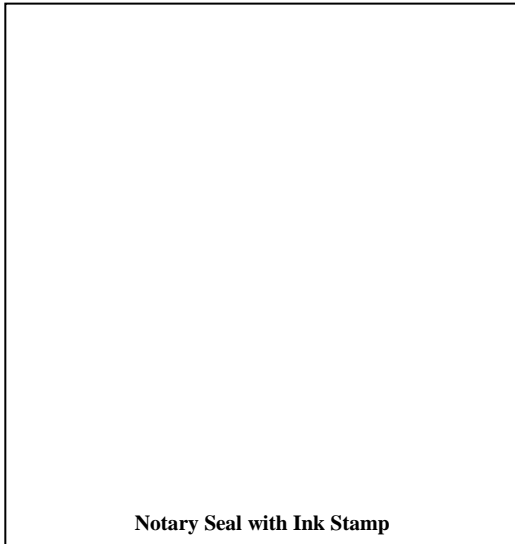
\_\_\_\_\_ of \_\_\_\_\_, the **corporation,**

\_\_\_\_\_ of \_\_\_\_\_, the **partnership,**

**individual,**

that executed the foregoing instrument to be the free and voluntary act and deed of said  corporation,  partnership,  individual for the uses and purposes therein mentioned, and on oath stated that  he  she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_



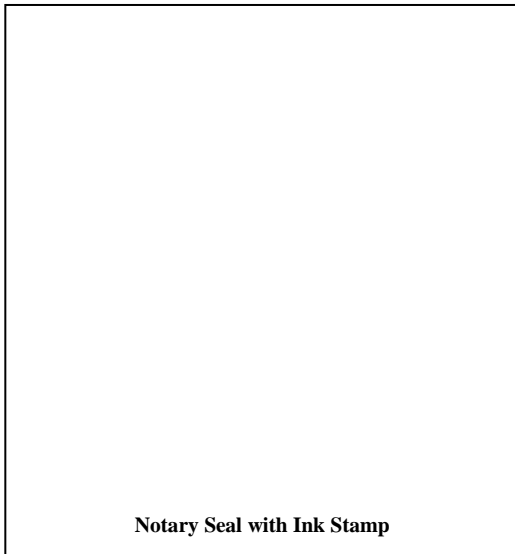
**SURETY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that  he  she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



**Notary Seal with Ink Stamp**

\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**CITY OF PORT ORCHARD  
MAINTENANCE/WARRANTY BOND**

(Note: Before the Performance Bond can be released the City must receive the two years Maintenance/Warranty Bond)

PROJECT #, PERMIT #, \_\_\_\_\_  
CONTRACT # \_\_\_\_\_  
SURETY BOND #: \_\_\_\_\_  
DATE POSTED: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) 20% Total Contract Amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby

agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SURETY COMPANY**  
**(Signature must be notarized)**

**DEVELOPER/OWNER**  
**(Signature must be notarized)**

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_  
Its Public Works Director/City Engineer

Date: \_\_\_\_\_

**CHECK FOR ATTACHED NOTARY SIGNATURE**  
\_\_\_\_ Individual (Form P-1)  
\_\_\_\_ Corporation (Form P-2)  
\_\_\_\_ Surety Company (Form P-2)

**FORM P-1 / NOTARY BLOCK**  
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KITSAP                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**FORM P-2 / NOTARY BLOCK**  
(Use For Partnership or Corporation Only)

**(Developer/Owner)**  
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**(Surety Company)**  
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## APPENDIX A

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



**NORTHWEST CASCADE, INC.**

P.O. BOX 73399  
PUYALLUP, WA 98373  
PUY: (253) 848-2371  
SEA: (253) 838-2359  
FAX: (253) 848-2399  
www.nwcascade.com

"Home of the Honey Bucket"

**PROPOSAL AND CONTRACT**

Customer's Name

City of Port Orchard Public Works  
216 Prospect St.,  
Port Orchard, WA

Date 2/28/2019  
Phone \_\_\_\_\_  
Jobsite 4330 Bethel Rd SE  
Port Orchard, WA

Dear Sir or Madam:

We propose to furnish all materials and perform all labor necessary to complete the following work:

- Remove and Replace on-site Pump Tank System with new E/One Grinder Pump and up to 215 LF of 1 1/4" HDPE SDR11 Transport Line from new tank to new valve box.
- Price includes all electrical work.
- Price includes landscape restoration.
- Price includes decommissioning of old Pump Tank.

\$ 14,800.00

**CONDITIONS & EXCLUSIONS .**

If required, engineering and dewatering is not included.  
NWC is not responsible for damage to unmarked utilities.  
NWC is not responsible for repair or replacement of damaged concrete, asphalt, paver, or other surfacing.  
Soil settling after backfill of a new septic system may occur.  
NWC will make 1 warranty repair of settling during the 1<sup>st</sup> year if necessary. No other work related to settling will be performed.  
If required, price excludes intrinsically safe electrical components..

**Project Total:**

Note: Retroactive back charges will not be allowed as a credit on this contract.

**See Above Breakdown**

Respectfully submitted,  
NORTHWEST CASCADE, INC.

Contractor's registration expires OCT 2020

By:   
**Zachary Tiegs (253) 244-8646**

**ACCEPTANCE**

Northwest Cascade, Inc. is hereby authorized to furnish all materials and labor required to complete the work described above for the price and upon the terms and conditions stated above and upon those ADDITIONAL TERMS that are printed on the REVERSE SIDE of this proposal. Customer acknowledges having read, understood, and received a copy of the ADDITIONAL TERMS (which include an INDEMNITY PROVISION relating to HAZARDOUS SUBSTANCES) as well as the statutory NOTICE TO CUSTOMER that is also printed on the REVERSE SIDE.

Acceptance of changes, if any, made by Customer:

Northwest Cascade, Inc.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_  
Contractor's Registration Expires \_\_\_\_\_





## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 7E

Meeting Date: April 14, 2020

Subject: Adoption of a Resolution Approving Continuity  
of Operations (COOP) / Continuity of  
Government (COG) Plan

Prepared by: Matt Brown  
Chief of Police

Atty Routing No.: Police - 12

Atty Review Date: April 3, 2020

**Summary:** As part of the City's emergency management planning, the department directors and the Mayor have developed a Continuity of Operations/Continuity of Government (COOP/COG) Plan. This plan is a roadmap to ensure Primary Mission Essential Functions (PMEF) continue to be performed during a wide range of emergencies, to include localized acts of nature, accidents, epidemics, and technological or attack-related emergencies. Any event that makes it impossible for employees to work in their regular facility could result in the activation of the Continuity Plan. The Plan was developed in accordance with the Federal Emergency Management Agency (FEMA) guidance for non-federal entities.

**Recommendation:** Staff recommends the Council approve the proposed Continuity of Operations / Continuity of Government Plan.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to adopt a Resolution adopting the Continuity of Operations/Continuity of Government Plan.

**Fiscal Impact:** There is no fiscal impact.

**Alternatives:** Not approve the plan and provide additional guidance.

**Attachments:** Resolution and Exhibit A - Continuity of Operations / Continuity of Government Plan.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
ADOPTING THE CONTINUITY OF OPERATIONS (COOP) AND  
CONTINUITY OF GOVERNMENT (COG) PLAN.**

**WHEREAS**, the City of Port Orchard, led by the department directors and Mayor developed a Continuity of Operations (“COOP”) and Continuity of Government (“COG”) Plan (hereinafter, the “Plan”) to help the City maintain delivery of essential functions to the residents of the City during and following an emergency or disaster; and

**WHEREAS**, the Plan was developed in accordance with the Federal Emergency Management Agency (“FEMA”) guidance for non-federal entities; and

**WHEREAS**, the Plan takes an integrated approach to service delivery, decision making, and resource management to facilitate the City’s ability to best serve the residents of Port Orchard during and following an emergency or disaster; and

**WHEREAS**, the City Council desires to adopt the Plan on behalf of the City, and authorize the Mayor to update the document overtime in accordance with changes in staffing and needs; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES  
AS FOLLOWS:**

**THAT:** The City Council hereby adopts the Continuity of Operations (COOP) and Continuity of Government (COG) Plan, attached hereto as Exhibit A and incorporated herein by reference, for the City of Port Orchard. The Mayor is hereby authorized and directed to take the administrative steps necessary to ensure the successful implement of the Plan. The Mayor may make updates to the Plan, without further Council approval, when necessary due to changes in staffing and administrative needs, as determined in the Mayor’s discretion.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 14 day of April, 2020.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

**CONTINUITY OF OPERATIONS  
(COOP) &  
CONTINUITY OF GOVERNMENT  
(COG)  
PLAN  
CITY OF PORT ORCHARD, WA**



**TBD 2020**

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# COOP/COG PLAN

## CONFIDENTIAL FOR INTERNAL USE ONLY

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**This document contains confidential information which, if made public or disclosed, could violate the personal or privacy interests of others or compromise the security of essential equipment, services or systems of the City of Port Orchard. The document is intended for internal City of Port Orchard use only.**

**All or some portions of this document may be exempt from disclosure under the Washington Public Records Act, Chapter 42.56 RCW, or the Freedom of Information Act, United States Code §552, 41 Code of Federal Regulations Part 105-60.**

**The City Attorney must be consulted prior to the release of any or all of this document.**

## PROMULGATION STATEMENT

---

This Continuity of Operations & Continuity of Government Plan (hereafter referred to as the COOP Plan) was prepared to develop, implement and maintain viable continuity. This COOP Plan was prepared in accordance with direction from Homeland Security Presidential Directive 20, National Security Presidential Directive 51 and subsequent Continuity Guidance Circulars 1 & 2 (CGC 1, 2). This plan supersedes any previous COOP Plan. This plan has been distributed internally and with external agencies that might be affected by its implementation. It will be reviewed annually. Recipients are requested to advise emergency management of any changes which might result in its improvement or an increase in its usefulness.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Putaansuu, Mayor

## REVISION RECORD

---

It is the responsibility of the holder of the plan to ensure that all changes and updates are made. The Plan Holder must:

- Remove and destroy obsolete pages
- Replace obsolete pages with the updated pages

REVISION RECORD		
Date	Affected Page Numbers	Description of Changes (Reason, Authorization, Approval)
	All	Initial distribution

## DISTRIBUTION LIST

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Distribution of the full version of this COOP Plan, which may contain sensitive information, will be restricted to essential personnel governed by a need-to-know basis.

All COOP Plans are considered internal decisional documents with national and domestic security protections afforded under applicable U.S. statutes. Additionally, due to the inclusion of personal information about City employees, this COOP Plan shall be protected by the Freedom of Information Act, Exemption 3, 4, and 6.

<b>DISTRIBUTION LIST</b>	
<b>Plan Holder</b>	
1.	City Council
2.	South Kitsap Fire Rescue
3.	Kitsap County Department of Emergency Management
4.	State of WA Emergency Management Division
5.	City of Bremerton
6.	City of Gig Harbor
7.	City of Poulsbo
8.	Kitsap County
9.	
10.	
11.	



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## 1.0 INTRODUCTION

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### 1.1 *PURPOSE*

This City of Port Orchard Continuity of Operations & Continuity of Government Plan (hereafter referred to as the COOP Plan) establishes policy, guidance and a management framework to establish operational procedures to sustain essential activities if normal operations are not feasible in the event an emergency threatens or incapacitates operations, and the potential relocation of selected personnel and functions is required. Specifically, this document is designed to:

- Ensure the City is prepared to respond to emergencies, recover from them and mitigate against their impacts
- Ensure the City is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated
- Provide timely direction, control, and coordination before, during, and after an event or upon notification of a credible threat
- Establish and enact time-phased implementation procedures to activate various components
- Facilitate the return to normal operating conditions as soon as practical, based on circumstances and the threat environment
- Ensure the (COOP) is viable, operational and compliant with all guidance documents
- Ensure the (COOP) is fully capable of addressing all types of all hazards and ensures mission-essential functions are able to continue with minimal or no disruptions during large scale incidents.

The COOP Plan characteristics are:

- Capable of being maintained at a high level of readiness
- Capable of implementation with or without warning
- Able to achieve operational status no later than 12 hours after activation
- Designed to take maximum advantage of existing department infrastructures
- Designed to ensure citizens that when a disaster strikes, the City will continue critical functions using available facilities, resources and personnel

**Mission essential** functions must be continued throughout or resumed rapidly after a disruption of normal activities.

### 1.2 *APPLICABILITY AND SCOPE*

The COOP applies to all City departments and personnel. COOP activities may be initiated at any time as determined necessary by City leadership. The COOP describes capabilities and resources and establishes mission essential functions and responsibilities of departments, employees, and policy makers. The scope does not apply to temporary disruptions of service during short-term building evacuations or other situations where services are anticipated to be restored quickly. The Mayor or designee will determine situations requiring implementation of the COOP.

The emergency conditions, events, and situations under which this COOP Plan would be implemented include:

- A City facility is down but the rest of the facilities are functioning normally
- City facilities are down, and other critical services are down (e.g., electricity, water, etc.)
- All facilities are compromised down due to natural causes and/or man-made events (e.g., a terrorist or cyber-attack)

### **1.3 AUTHORITIES AND REFERENCES**

This COOP Plan was written under the authority of and to support the implementation of the following authorities and documents:

- Port Orchard Municipal Code Chapter 2.80, Emergency Management Organization
- Chapter RCW 38.52
- Chapter RCW 42.15
- Title 119-30 WAC
- City of Port Orchard Personnel Policy Manual
- City Comprehensive Emergency Management Plan, Dec. 2014
- Homeland Security Presidential Directive 20
- National Security Presidential Directive 51
- Federal Continuity Directives 1 and 2
- Continuity Guidance Circular 1
- Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135
- U.S. Code Title 42, Chapter 68, Robert T. Stafford Disaster Relief and Emergency Assistance Act P. L. 93-288, as amended by Public Law 107-136, January 24, 2002;

### **1.4 PLANNING ASSUMPTIONS**

Planning assumptions for the City and its departments include:

- Because City assets and systems may be damaged, destroyed, or overwhelmed during an extreme emergency, the City will make reasonable efforts to respond based on the situation and the information and resources available at the time.
- During a disaster the combined expertise and cooperation of public safety, government at all levels, the private sector, and nongovernmental organizations will be required.
- The City will retain the authority and responsibility for direction and control of their own incident operations, use of resources and application of mutual aid.
- Incident management activities will be initiated and conducted using the principles contained in the National Incident Management System.
- The City's goal is to provide operational capability within 12 hours of the event and to continue essential functions for at least 30 days or until termination of the event, whichever is earlier.
- In an emergency, outside assistance could be interrupted or unavailable.
- Emergencies or threatened emergencies may adversely affect some department's ability to continue to support essential functions and to provide services to customers or support to external agencies.

## 1.5 PLANNING RESPONSIBILITIES

Responsibility for COOP planning resides with the Port Orchard Police Department. The Mayor is ultimately responsible for the continuation of essential services in an emergency and, consequently, for the related planning.

The Police Chief, as the Director of Emergency Management, has several COOP planning responsibilities including, but not limited to, the following:

- Appointing a COOP Coordinator (EM Deputy Director)
- Developing a COOP Multi-Year Strategy and Program Management Plan
- Developing, approving, and maintaining COOP Plans
- Coordinating COOP planning efforts and initiatives with policies, plans, and activities related to critical infrastructure protection
- Training city staff for their COOP responsibilities
- Participating in periodic COOP exercises
- Notifying appropriate outside parties (e.g., WA State EMD) when COOP Plans are activated

The COOP Coordinator may delegate tasks but will continue to regularly monitor and be updated on COOP efforts. There will be close coordination between the City Executive Leadership and the team responsible for COOP planning.

Table 1 lists the designated positions and the responsibilities of the personnel who are responsible for COOP planning.

**Table 1 COOP Program Management Team**

<b>COOP PROGRAM MANAGEMENT TEAM</b>	
<b>Name and Designated Position</b>	<b>General Responsibilities</b>
Mayor	Approving authority of COOP Program.
Police Chief, Director of EM	Back-up approving authority of the COOP Program and direction as needed.
Asst. Chief, Deputy Director of EM	Serves as task manager for plan components and procedure development. Also serves as a liaison for team members preparing/writing COOP Plan components and procedures. Solicits “buy-in” and markets the COOP Program to the Executive Leadership Team. Monitors and administers compliance activities for all identified essential functions, leadership positions, and all associated authorities.
Emergency Management Coordinator	Develops the Multi-Year Strategy and Program for Plan Maintenance; schedules and coordinates training of all key personnel identified as “first responders” for the department. Schedules, coordinates, and documents the results (and lessons learned) of the exercising and testing of the COOP Plan to maintain viability. Establishes a review cycle for the COOP Plan to maintain readiness and currency.
Communications Manager/PIO	Responsible for disseminating accurate and precise information to the public, managing media contacts, and preparing press releases.

<b>COOP PROGRAM MANAGEMENT TEAM</b>	
<b>Name and Designated Position</b>	<b>General Responsibilities</b>
Department Directors	Based on essential functions identified, order, assemble and pre-position necessary resources, documents, and equipment to ready emergency operations site.

## 2.0 CONCEPT OF OPERATIONS (CONOP)

---

### 2.1 OBJECTIVES

The objective of this COOP is to ensure a viable capability exists to continue essential City functions across a wide range of potential emergencies, specifically when City facilities are either threatened or inaccessible. The objectives of this document include:

- Ensure the continuous performance of mission essential functions during an emergency;
- Protect essential facilities, equipment, records and other assets;
- Reduce or mitigate disruptions to operations;
- Reduce loss of life, minimize damage and losses;
- Identify and designate principals and support staff to be relocated;
- Facilitate decision-making for execution of the Plan and the subsequent conduct of operations; and
- Achieve a timely and orderly recovery from the emergency and resumption of full services.

The City provides comprehensive governmental functions and services focused on the creation, growth, and livelihood of critical infrastructure, economy, and community. Through inter- and intra-departmental relationships, the City will strive to provide critical and/or essential functions and services to ensure that lives, property, and economy are protected during and after a natural, man-made, or technical disruption or disaster.

### 2.2 PLANNING CONSIDERATIONS AND ASSUMPTIONS

In accordance with state guidance and emergency management principles/best practices, a viable COOP capability:

- Must be maintained at a high-level of readiness;
- Must be capable of implementation both with and without warning;
- Must be operational no later than 12 hours after activation;
- Must maintain sustained operations for up to 30 days; and
- Should take maximum advantage of existing state or federal and county government infrastructures.

### 2.3 COOP EXECUTION

Emergencies, or potential emergencies, may affect the ability of the City to perform its mission essential functions from its primary facilities (City Hall, Public Works Shops, South Kitsap Water Reclamation Facility, & Police Dept.). The following are scenarios that could mandate the activation of the COOP.

- The primary City facilities are closed to normal business activities as a result of an event or credible threats of an event that would preclude access or use of the facilities and the surrounding area.
- The primary City facilities are closed to normal business activities as a result of widespread utility failure, natural disaster, significant hazardous material incident, civil disturbance, terrorist or military attacks. Under this scenario there could be uncertainty whether additional events such as secondary explosions, or cascading utility failures

could occur.

In an event so severe that normal operations are interrupted, or if such an incident appears imminent and it would be prudent to evacuate as a precaution, the Mayor or designee may activate the COOP. A relevant alternate facility (see appendix) will be activated, if necessary, at the discretion of the Mayor.

The Mayor or designee will gather at the alternate facility and will ensure the mission essential functions are maintained and capable of being performed there until the assumption of full operations is re-established at the primary facility(s).

The city will form a team of primary COOP personnel with the Emergency Response Planning Group and the Executive Leadership Team.

This COOP team may be supplemented by other selected staff as determined by the Mayor. The COOP team will serve as an initial relocation team for COOP activation or potential activation. The COOP team will either relocate temporarily to an alternate facility, if necessary, or operate remotely from a designated assembly site. The COOP team will be responsible to continue the mission essential functions of the City of Port Orchard.

All staff necessary to perform the mission essential functions will need to be contacted and advised to report to either the alternate facility, predetermined secure location, or other location as determined by the Mayor. Clear instructions as to the actions necessary to be performed by each of the staff should be predetermined.

It is possible that in some cases, the City of Port Orchard will receive a warning of at least a few hours prior to an incident. Under these circumstances, the process of activation would normally enable the partial, limited or full activation of the COOP with a complete and orderly alert, notification of all personnel, and activation of the EOC.

In no warning events, the process becomes less routine, and potentially more serious and difficult. The ability to execute the COOP following an incident that occurs with little or no warning will depend on 1) the severity of the incident's impact on the physical facilities; 2) whether City personnel are present in the affected facility or surrounding area and 3) the necessity for an immediate evacuation.

Positive personnel accountability throughout all phases of emergencies, including COOP activation, is of utmost concern, especially if the emergency occurs without warning. The City has administrative plans for staff accountability using various methods via email, phone, and messaging.



## 3.0 PLAN IMPLEMENTATION

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### 3.1 TIME-PHASED IMPLEMENTATION

In order to maximize the preservation of life and property in the event of any natural or man-made disaster or threat, time-phased implementation may be applied. Time-phased implementation is used to prepare and respond to current threat levels, to anticipate escalation of those threat levels and, accordingly, plan for increased response efforts and ultimately full COOP activation and potential facility relocation. The extent to which time-phased implementation will be applied will depend upon the emergency.

#### Phase 1: Readiness and Preparation

Readiness is the ability of each department or office to respond to a continuity incident or event. Readiness is the ability of each department to respond to an incident or event requiring utilization of the Continuity of Operations Plan. It also includes review and revision of plans and tabletop exercises.

#### Phase 2: Relocation and Activation (0-12 hours)

During this phase the determination to transition to an alternate facility is made to ensure minimal disruption to mission essential functions. The transition should be completed within 12 hours of activation.

Phase 2 includes the following activities:

- The occurrence of an event or the threat of an event
- Review, analysis, and decision to activate the continuity plan
- Alert and notification of continuity personnel
- Relocation, if necessary, to continuity facilities
- An accountability analysis of COOP personnel
- Identification of available leadership
- Determination and reporting of operational capabilities
- Evaluation of facilities, and equipment
- Ensuring that mission essential functions with a recovery time of 12 hours or less are reestablished

The decision process and procedures for physically activating the COOP Plan encompass the following Incident Command System (ICS) functions, which are consistent with the City's Emergency Operations Plan:

- Incident Command — Determine objectives and establish priorities based on the nature of the incident
- Planning Section — Develop the Incident Action Plan (IAP) to accomplish these objectives; collect and evaluate information and maintain status of assigned resources
- Operations Section — Develop the tactical organization and direct all resources to carry out the incident action plan

- Logistics Section — Provide resources and all other services needed for support, including transportation, food and lodging requirements
- Finance/Administrative Section — Monitor costs related to the incident, providing cost analysis and overall fiscal guidance to include procurement and time recording
- Legal - Provide guidance on the legal and liability implications with COOP and Continuity of Government Plan activation

### **Phase 3: Continuity of Operations**

This phase includes the following activities to continue essential functions:

- Account for all city personnel
- Conduct essential functions (which depend on the situation)
- Establish communications with supporting departments/agencies/municipality
- Conduct recovery activities as needed, coordinated through the EOC and/or other departments with the required personnel expertise, (e.g. Port Orchard Police Department, Public Works.), etc.

Plans or procedures include:

- Guidance for non-essential COOP personnel
- Identification of replacement personnel and augmenters, as necessary
- Execution of all mission essential functions at the alternate facility
- Activation of processes and procedures to acquire the resources necessary to continue mission essential functions
- Communication with the community of status of events
- Redeployment plans for phasing down continuity facility operations and returning essential functions, personnel, records, and equipment to the primary or other operating facility.

### **Phase 4: Reconstitution**

Reconstitution is conducted using a priority-based, phased approach. All personnel will be informed that the necessity for COOP no longer exists. Instructions for resumption of normal operations include supervising an orderly return to the normal operating facility, moving to another temporary facility, or moving to a new permanent facility. The process of reconstitution will generally start immediately after an event concludes and can run concurrently with the recovery process. Some of the activities involved with reconstitution include, but are not limited to:

- Assessing the status of affected facilities with the appropriate department and personnel
- Determining how much time is needed to repair the affected facility and/or to acquire a new facility
- Supervising facility repairs with the appropriate department and personnel
- Notifying decision makers of the status of repairs, including estimates of when the repairs will be completed
- Implementing a priority-based, phased approach to reconstitution

There will be an after action review of the effectiveness of COOP Plans and procedures as soon as possible, including an identification of aspects of the plans and procedures that need to be corrected, followed by lessons learned and the development of a Corrective Action Plan (CAP). A CAP is the plan of action and schedule for correcting a process or procedure, thus eliminating the causes of an identified problem from recurring.

## 4.0 ESSENTIAL FUNCTIONS

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The City has identified the essential functions that enable it to provide vital services, exercise civil authority, maintain the safety and well-being of the general population, and sustain the industrial and economic base in an emergency. Essential functions provide the basis for COOP planning. Any task not deemed mission essential is deferred until additional personnel, time, or resources become available.

Essential functions are prioritized according to those activities that are pivotal to resuming operations when a catastrophic event occurs. Prioritization is determined by the following:

- Urgency of each essential function
- Sequence for recovery of essential functions and their critical processes

Note: An essential function's urgency is related to the amount of time the function can be suspended before it adversely affects the community. Urgency can be measured by either Recovery Time Objectives (RTO) or Recovery Point Objectives (RPO). The Recovery Point Objective (RPO) is more specific to information systems. It is the amount of data that can be lost measured by a time index. Not all processes have RPOs, and some processes can have both an RPO and an RTO.

Essential functions and their supporting processes and services are intricately connected. Each essential function has unique characteristics and resource requirements, without which the function could not be sustained. Those processes and services that are necessary to assure continuance of an essential function are considered critical. Often, the processes and services deemed critical vary depending upon the emergency or if they have a time or calendar component.

Table 2 is a prioritized order of the essential functions within the city's departments. For each essential function listed, their critical dependencies (supportive processes or services) are provided.

**Table 2 Essential Functions, Dependencies and Recovery Time Objective**

<b>ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES</b>				
<b>Priority</b>	<b>Essential Function</b>	<b>Critical Steps</b>	<b>Supporting Department(s)</b>	<b>Recovery Time Objective (RTO)</b>
1.	<p><b>CITY COUNCIL</b></p> <ul style="list-style-type: none"> <li>• Provide policy direction to the Mayor</li> <li>• Consider and approve resolutions, proclamations, laws, and other legislative decisions</li> </ul>	<ul style="list-style-type: none"> <li>• Hold City Council meetings to take action as needed.</li> <li>• Provide policy direction to the Manager as needed.</li> <li>• Keep records of meetings and actions.</li> <li>• Ratify an emergency</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• Legal</li> <li>• City Clerk</li> </ul>	12 hours
2.	<p><b>MAYOR</b></p> <ul style="list-style-type: none"> <li>• Administer and direct all City personnel</li> <li>• Manage overall City operations</li> <li>• Inform elected officials and seek their direction</li> </ul>	<ul style="list-style-type: none"> <li>• Develop and administer emergency management plan</li> <li>• Proclaim an emergency</li> <li>• Notify Council of situation and actions as soon as is practical</li> <li>• Determine level of emergency and staffing necessary to respond</li> <li>• Retain records of actions taken</li> <li>• Call special meeting(s) of City Council as needed</li> <li>• Determine need for alternate location for City Hall operations</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>	2 hours

**ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES**

Priority	Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
3.	<p><b>CITY CLERK</b></p> <ul style="list-style-type: none"> <li>• Provide legislative support to the City Council</li> <li>• Maintains all official City records and the municipal code</li> <li>• Oversees the City's records management program</li> <li>• Oversees the City's Public Records Requests</li> </ul>	<ul style="list-style-type: none"> <li>• Notify City Council of emergency special meetings</li> <li>• Manage and keep record of actions taken by the Council (24-hr meeting notice not required)</li> <li>• Assist with restoration and protection of essential records</li> <li>• Manage civil claims against the City</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• Legal</li> </ul>	12 hours
4.	<p><b>COMMUNITY DEVELOPMENT</b></p> <ul style="list-style-type: none"> <li>• Ensure the health and safety of the city through enforcement of applicable building or environmental laws</li> <li>• Provide long range planning services</li> <li>• Ensure businesses are operating properly and within state and local codes</li> </ul>	<ul style="list-style-type: none"> <li>• Perform building inspections and identify hazardous structures</li> <li>• Coordination of inspections</li> <li>• Issuance of notices and orders for compliance purposes</li> <li>• Issuance of emergency measure orders</li> <li>• Assist public institutions</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Legal</li> <li>• Police Department</li> </ul>	6 hours

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES				
Priority	Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
5.	<b>FINANCE</b> <ul style="list-style-type: none"> <li>• General accounting for the City</li> <li>• Payroll</li> <li>• Accounts Payable</li> <li>• Utility Billing</li> <li>• Receipting and Cash Management</li> </ul>	<ul style="list-style-type: none"> <li>• Internal Control of Assets and Cash</li> <li>• Payroll</li> <li>• Accounts Payable, Bill Paying</li> <li>• Tracking Expenditures</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>	<p>Immediately for Police and EOC Critical Steps</p> <p>12 hours for remaining Critical Steps</p>
6.	<b>HUMAN RESOURCES</b> <ul style="list-style-type: none"> <li>• Manage employee relations</li> <li>• Safety and risk management</li> <li>• Employee benefits</li> <li>• Volunteer management</li> </ul>	<ul style="list-style-type: none"> <li>• Track and report status of all employees</li> <li>• Activate employee/family assistance center</li> <li>• Investigate and document all employee injuries</li> <li>• Coordinate the Employee Assistance Program (EAP) to assist employees</li> </ul>	<ul style="list-style-type: none"> <li>• Finance</li> <li>• Legal</li> <li>• All</li> </ul>	24 hours
7.	<b>LEGAL</b> <ul style="list-style-type: none"> <li>• Provide legal advice to decision-makers</li> <li>• Draft policies, procedures, proclamations, laws</li> <li>• Review contracts and legal agreements</li> </ul>	<ul style="list-style-type: none"> <li>• Draft emergency legal documents for City Council review</li> <li>• Provide legal advice and review for City emergency operations</li> <li>• Review emergency contracts with vendors</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• City Clerk</li> <li>• Community Development</li> </ul>	12 hours

**ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES**

Priority	Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
8.	<p><b>MUNICIPAL COURT</b></p> <ul style="list-style-type: none"> <li>• Preside over essential authorized cases</li> <li>• Conduct hearings and court proceedings as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate staff and judges to process newly arrested defendants w/in 24-48 hours</li> <li>• Review all pending matters w/in 7-30 days</li> <li>• Notify public of courts status as soon as possible</li> </ul>	<ul style="list-style-type: none"> <li>• Prosecuting Attorney's Office</li> <li>• City-contracted Public Defense</li> <li>• Police</li> <li>• Finance</li> </ul>	12 hours
9.	<p><b>POLICE</b></p> <ul style="list-style-type: none"> <li>• Coordinate all Emergency Management functions</li> <li>• Provide public safety and emergency response</li> <li>• Provide security for public facilities and critical infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• Manage the EOC</li> <li>• Respond to and resolve emergencies and public safety incidents within the city</li> <li>• Provide security at city facilities and critical infrastructure</li> <li>• Intelligence gathering/sharing,</li> <li>• Investigations</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Mayor</li> <li>• Legal</li> <li>• Finance</li> <li>• Municipal Court</li> </ul>	2 hours
10.	<p><b>PUBLIC WORKS ENGINEERING</b></p> <ul style="list-style-type: none"> <li>• Restore and maintain City infrastructure including potable water, sanitary sewer, streets, bridges, storm drainage systems, and traffic control systems</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate repairs of street &amp; bridge systems</li> <li>• Coordinate repairs with water &amp; sewer utilities</li> <li>• Restore and maintain City facilities</li> <li>• Correct storm water flooding issues</li> <li>• Provide engineering services to City staff</li> </ul>	<ul style="list-style-type: none"> <li>• Police</li> <li>• Parks &amp; Recreation</li> <li>• Finance/IT</li> <li>• Community Development</li> <li>• WSDOT</li> <li>• WSUD</li> <li>• COB</li> </ul>	12 hours – 30 days

**ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES**

Priority	Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
11.	<b>INFORMATION TECHNOLOGY</b> <ul style="list-style-type: none"> <li>• Provide Information &amp; Technology (IT) services to City staff</li> </ul>	<ul style="list-style-type: none"> <li>• Technology maintenance – email, intranet, Finance programs, Police CAD programs, phone maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>	Immediately for Police and EOC critical steps  12 hours for remaining critical steps



## 5.0 HUMAN CAPITAL MANAGEMENT

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### 5.1 *Employee Dismissal or Building Closure Procedures*

The Mayor or designee will decide if employees can be dismissed to go home. COOP team member will remain at designated work site. Emergency Response Planning Group staff may be needed to activate the Emergency Operations Center (EOC) if feasible.

### 5.2 *Established Methods of Employee Communications*

Communication is maintained via email, cellular phones, radios, ham radios, and linkage to multiple agencies including KCDEM & the military.

### 5.3 *Procedures for Making Media Announcements*

The City Clerk is responsible for all traditional and social media announcements. Announcements may also be made by the Public Information Officer in the EOC or at the alternate facility site if one is utilized.

### 5.4 *Pay and Benefit Issues*

The Mayor and Finance Director will determine all pay and benefit issues for department employees.

## 6.0 KEY PERSONNEL

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All City personnel are considered essential; however, each essential function has associated key personnel and positions that are necessary to the COOP. They represent strategically vital points in management and authority and underscore the essential functions of the departments that must be carried out. If these positions are left unattended, the City may be unable to meet customer needs or fulfill its essential functions.

Table 3 lists the key personnel that perform essential COOP functions, including supporting process and procedures. Also provided are the key personnel's current title and their role once operating under the COOP Plan.

**Table 3 Key COOP Personnel**

<b>Role/Section</b>	<b>Title</b>	<b>Location</b>
Policy	Mayor	City Hall
Policy	City Attorney	City Hall
Policy	Mayor Pro Tempore	City Hall
EOC IC	Police Chief	Police
EOC IC	Deputy Chief of Police	Police
IC Support	Office Manager	Police
EOC Deputy IC	TBD	TBD
EOC Manager	Operations Manager	City Hall or Public Works Shop
PIO	City Clerk	City Hall
PIO	TBD	TBD
Liaison	TBD	TBD
Operations Chief	Sergeant	Police
Operations Chief	Sergeant	Police
Operations Section	Public Works Director / City Engineer	City Hall
Operations Section	TBD	TBD

<b>Role/Section</b>	<b>Title</b>	<b>Location</b>
Planning Section Chief	Community Development Director	City Hall
Planning Section Chief	Sergeant	Police
Planning Section	TBD	TBD
Planning Section		
Planning Section		
Planning Section/GIS	TBD	TBD
Planning Section Support		
Logistics Section Chief	IT Manager	City Hall
Logistics Section Chief		
Logistics Section	TBD	TBD
Logistics Section IT	TBD	TBD
Logistics Section	TBD	TBD
Logistics Section	TBD	TBD
Logistics Section IT	TBD	TBD
Logistics Section HR	Human Resources Coordinator	City Hall
Finance Section Chief	Finance Director	City Hall
Finance Section	TBD	TBD
Finance Section	TBD	TBD

<b>Role/Section</b>	<b>Title</b>	<b>Location</b>
EOC Support	Records/Evidence Specialist	Police
EOC Support	Records/Evidence Specialist	Police
EOC Support	Records/Evidence Specialist	Police

## 7.0 ORDERS OF SUCCESSION

If the Mayor, Council Members, or Department Heads are unavailable during an emergency, the City has established Orders of Succession and when appropriate Delegations of Authority to support continuation of City government. The City recognizes the importance of leadership in the delivery of essential functions and thus has identified the following Order of Succession, based on position, to support operations during an emergency or disaster.

**Table 4 COOP Orders of Succession**

Essential Function	Order of Succession
<b>Mayor</b>	<ol style="list-style-type: none"> <li>1. Mayor</li> <li>2. Mayor Pro Tempore</li> <li>3. Councilmember chosen by council in absence of the above</li> <li>4. Police Chief</li> </ol>
Essential Function	Order of Succession
<b>City Clerk</b>	<ol style="list-style-type: none"> <li>1. City Clerk</li> <li>2. Deputy City Clerk</li> </ol>
Essential Function	Order of Succession
<b>Department of Community Development Director</b>	<ol style="list-style-type: none"> <li>1. DCD Director</li> <li>2. Building Inspector</li> <li>3. Code Enforcement Officer</li> </ol>
Essential Function	Order of Succession
<b>Finance Director</b>	<ol style="list-style-type: none"> <li>1. Finance Director</li> <li>2. Assistant Finance Director</li> <li>3. Accounting Assistant II</li> </ol>
Essential Function	Order of Succession
<b>Human Resources Coordinator</b>	<ol style="list-style-type: none"> <li>1. HR Coordinator</li> <li>2. Finance Director</li> </ol>
Essential Function	Order of Succession
<b>City Attorney</b>	<ol style="list-style-type: none"> <li>1. City Attorney</li> <li>2. Deputy City Attorney</li> </ol>
Essential Function	Order of Succession
<b>Court Administrator</b>	<ol style="list-style-type: none"> <li>1. Court Administrator</li> <li>2. Lead Court Clerk</li> <li>3. Court Clerk</li> </ol>
<b>Judge</b>	<ol style="list-style-type: none"> <li>1. Presiding Judge</li> <li>2. Judge Pro tem, including Kitsap District Court judges</li> <li>3. Appointed Judge</li> </ol>

Essential Function	Order of Succession
<b>Police Chief/ Emergency Management Director</b>	<ol style="list-style-type: none"> <li>1. Police Chief</li> <li>2. Deputy Chief of Police</li> <li>3. Designated Sergeant</li> <li>4. Designated Sergeant</li> </ol>
Essential Function	Order of Succession
<b>Public Works Director / City Engineer</b>	<ol style="list-style-type: none"> <li>1. Public Works Director / City Engineer</li> <li>2. Assistant City Engineer</li> <li>3. Utility Manager</li> <li>4. Operations Manager</li> </ol>
Essential Function	Order of Succession
<b>Information Technology Manager</b>	<ol style="list-style-type: none"> <li>1. IT Manager</li> <li>2. IT Specialist / Finance Clerk</li> <li>3. Assistant Director of Finance</li> <li>4. Seitel Systems (outside consultant)</li> </ol>

## 8.0 DELEGATION OF AUTHORITY

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Should a primary position incumbent be unable to serve, a delegation may be implemented. The types of authority that are addressed are emergency authority and administrative authority

**Emergency Authority** refers to the ability to make decisions related to an emergency, such as deciding whether to activate a COOP Plan, deciding whether to evacuate a building, or determining which personnel should report for their duties.

**Administrative Authority** refers to the ability to make decisions that have effects beyond the duration of the emergency. Unlike emergency authority, administrative authority does not have a built-in expiration date. Such decisions involve policy determinations and include hiring and dismissal of employees and allocation of fiscal and non-monetary resources.

A successor's authority is either full or limited.

**Full** – Successor will assume full responsibility for essential function(s) during a COOP event.

**Limited** – Successor will assume limited responsibility for essential function(s) during a COOP event. If a successor's responsibility is limited the limitations need to be defined.

All positions that may have to delegate authority are as follows:

- Mayor
- Mayor Pro Tempore
- Police Chief
- Deputy Chief of Police
- Public Works Director/City Engineer
- Public Works Operations Manager
- Community Development Director
- Finance Director

All successors will have full emergency authority if delegation should occur. Such a delegation can be triggered by the activation of the COOP or if the incumbent is unavailable. Procedures to be utilized for delegating authority are either face to face, through a phone call or a text. The delegation of authority will be for the duration of a COOP activation or incident or until a successor is appointed.

## 9.0 DEVOLUTION OF DIRECTION AND CONTROL

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Devolution planning supports overall COOP planning and addresses catastrophic and other disasters or events that render leadership and staff unavailable to, or incapable of, supporting the execution of its essential functions from either its primary or continuity location(s).

In Table 4, the department that each essential function will be transferred to is identified.

In addition, the following information is also provided:

- Trigger points for each essential function that are used to define a devolution event
- Equipment and supplies that will be needed for a specific essential function, if feasible and/or applicable
- Procedures for acquiring supplies that will be needed to maintain essential functions, if feasible and/or applicable
- Triggering events that will signal reconstitution of essential functions back to their originating department

**Table 5 Devolution of Direction and Control**

<b>Essential Function</b>	<b>Department or Agency to Transfer Essential Function</b>	<b>Trigger for Devolution</b>	<b>Equipment and Supplies Needed</b>	<b>Procedures for Acquiring Supplies</b>	<b>Trigger for Reconstitution</b>
City Departments Management	Incident Management Team, WA State	Incapacitation	On Premises	Credit Cards Purchase Orders, Established Accounts	Recovery
Police Department	Kitsap Co. Sheriff, WA State Patrol	Incapacitation	On Premises	Credit Cards Purchase Orders, Established Accounts	Recovery

## 10.0 VITAL RECORDS AND DATABASES

COOP Plans account for identification and protection of vital records and databases (including classified or sensitive data) that are needed to perform essential functions and activities and to reconstitute normal operations following an emergency. Each department has identified vital records and/or databases that are needed to support the maintenance of the essential functions. In addition, the following information is also provided:

- Current status of the vital record(s) or database
- Whether the vital record(s) or database is pre-positioned at or is to be hand carried to the continuity facility



## 11.0 VITAL SYSTEMS AND EQUIPMENT

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A system or equipment is vital if it is essential to emergency operations and/or to the continuance of essential functions during a crisis for a minimum of thirty days. COOP planning for vital systems and equipment proceeds in the same way as planning for vital records, (i.e., to the greatest extent possible, back-up electronic systems, pre-position duplicate systems and equipment at a separate facility, and update vital systems and equipment on a regular basis.)

Each department has identified the system and equipment that are essential to the continued function of the department and its mission, as well as:

- Current status of the system and equipment (stand-alone or stored on the network)
- Whether the system and equipment are pre-positioned at the continuity facility
- Whether the system and equipment will be hand carried to the continuity facility
- The specific current location of the system and equipment

## 12.0 CRITICAL VENDORS

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Each essential function and its supporting dependencies, processes, and services that are necessary to assure continuance may have critical vendors. All departments have identified their critical vendors.

## 13.0 CONTINUITY FACILITIES

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Emergencies or potential emergencies, whether anticipated or unanticipated, may affect the ability to perform mission-essential functions from the primary locations.

### 13.1 *Continuity Facilities – Logistics*

#### **Transportation, Lodging, and Food**

In the event the city must move to a continuity facility, the needs of staff operating at the facility must be met. This includes provision for logistical support and lodging through arrangement with vendors for transportation, hotels, catering, etc.

#### **Security and Access**

Not only does the continuity work site need to be identified and the care of staff arranged, but the security of and access to both the primary and continuity facilities during emergency and non-emergency situations also need to be arranged. The security procedures should accommodate all hazards and include provisions for identifying access restrictions.

### 13.2 **Continuity Facilities and Work Sites**

The continuity facility and work site allow the department's key personnel to perform essential functions when an emergency renders the primary facility unusable.

### 13.3 Continuity Facilities Information

Table 6 lists the requirements for each essential function at the continuity facility and work site. In addition, the following information is also provided:

- Essential functions to be performed at each continuity facility and work site
- Number of employees needed at the continuity facility
- Logistical support requirements
- Resource and infrastructure requirements

**Table 6 Continuity Facility**

<b>CONTINUITY FACILITY</b>				
<b>Essential Function</b>	<b>Continuity Facility (Name &amp; Address)</b>	<b>Number of Employees Required</b>	<b>Logistical Supports Required</b>	<b>Resources and Infrastructure Required</b>
Emergency response (PW & Police)	KCSO Mobile Command Center if available	4-5	Established	Established
Emergency Operations Center	1. Station 31 200 Tremont St. Port Orchard 2. KCDEM 911 Carver St., Bremerton	15	Phone Support Technology Radios	Established

## 14.0 INTEROPERABLE COMMUNICATIONS

The city strives to maintain communications capabilities commensurate with the city’s essential functions at all times. The COOP Plan facilitates communication between the department’s Point of Contact COOP Program Management Team, management, and department personnel and provides for communication with other departments or agencies, as well as emergency personnel. The plan also provides a means for notifying the community of the relocation and procedures for contacting the departments and conduction of business in an emergency.

Interoperable communications provide the following:

- Communications capability that adequately supports the city’s essential functions and activities
- Ability to communicate with COOP contingency staff, management, and other organizational components
- Ability to communicate with other agencies and with emergency personnel
- Access to other data and systems necessary to conduct essential activities and functions

Table 7 lists:

- The current service's provider along with the representative's name and contact information
- An alternate service provider if primary source becomes unavailable
- Alternate methods or modes of communication if primary and alternate sources are unavailable

**Table 7 Interoperable Communications**

<b>INTEROPERABLE COMMUNICATIONS</b>				
<b>Communication System Needed in Continuity Facilities</b>	<b>Current Provider</b>	<b>Alternative Provider</b>	<b>Alternative Mode 1</b>	<b>Alternative Mode 2</b>
Voice Line	Wave Broadband		Cell phones	
Fax Lines	Granite/Century Link			
Data Lines / Network Connectivity	Kitsap County	Wave Broadband		
Cell Phones	Verizon			
E-mail	Microsoft (Office 365) Exchange	Various personal email providers		
Internet Access	Kitsap County			
Text Messaging	Verizon	Various personal email providers		
Radio Communication Systems	Kitsap-911 VHF			
Mobile Command Centers	Kitsap County Sheriff's Office		Other Kitsap County Resources (KCSO, BPD, PPD)	
Satellite Phone				
Personal Cell Phones	Standard providers/varies by individual			

## 15.0 MAINTAINING COOP READINESS

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Major components of the maintenance program are the training of personnel in the performance of their COOP responsibilities; the conducting of periodic exercises to test and improve COOP Plans and procedures, systems, and equipment; and the institution of a multi-year process to ensure that the plan continues to be updated in response to changing conditions.

### 15.1 Training Plan

All personnel who will be involved in COOP activities will be trained and equipped to perform their emergency duties. Consideration will be given to “cross-training” team members to ensure that the team is prepared to deal with the unusual demands that may arise when emergency conditions must be faced by a reduced staff. COOP training will include the following:

- Individual and team training of COOP Team members and emergency personnel to ensure currency of knowledge and integration of skills necessary to implement the COOP Plan and carry out essential functions; team training will be conducted at least annually to ensure that COOP Team members are current on their respective COOP responsibilities
- Refresher orientation for the COOP Team as it arrives at a continuity operating facility; the orientation will cover the support and services available at the facility, including communications and information systems, and administrative matters, including supervision, security, and personnel policies
- Training courses and materials designed to improve knowledge and skills related to carrying out COOP responsibilities

### 15.2 Testing and Exercising the Plan

Testing and exercising of COOP capabilities are essential to demonstrate and improve the ability of the department to execute its COOP Plan. They serve to validate, or identify for subsequent correction, specific aspects of COOP Plans, policies, procedures, systems, and facilities.

#### Scope of Exercises

An effective program will include a variety of exercise types, including tabletops, drills, and full-scale exercises. Full-scale exercises will simulate actual emergency conditions, and exercises may include the phase-down of continuity facility operations and return to normal operations. Following an exercise, a comprehensive debriefing and after-action report will be completed.

The City will conduct COOP awareness campaigns and seminars throughout the fiscal year. The City acting as the facilitator, will also conduct the following exercises:

- Year 1: Workshop
- Year 2: Tabletop
- Year 3: Functional
- Year 4: Full Scale

Each annual exercise will build upon the previous year’s exercise, resulting in a full-scale exercise. Emergency management will facilitate the After Action Report (AAR) meeting and publish the AAR.

### **Exercise Schedule**

Testing and exercise plans for COOP will include:

- Internal testing/exercising of COOP Plans and procedures
- Testing of alert and notification procedures and systems for any type of emergency at least quarterly
- Joint agency exercising of COOP Plans, where applicable and feasible

### **15.3 Multi-Year Strategy and Program Management Plan**

It's effective to maintain COOP capabilities using a multi-year strategy and program management plan. Such a management plan outlines the process(es) to be followed in designating essential functions and resources, forecasts budgetary requirements, anticipates and addresses issues and potential obstacles, and establishes planning milestones.

### **15.4 COOP Plan Maintenance**

The plan will be reviewed and updated at least every two years, or whenever necessary, to reflect changes in essential functions, procedures, or contact information. Changes to the plan will be noted in the Revision Record provided in the Foreword. The COOP Program Management Team (Table 1) is responsible for ensuring that the plan is reviewed and updated.

The COOP Program Management Team is also responsible for the following:

- Addressing and resolving COOP Plan policy issues
- Advising the Executive Leadership Team on COOP-related matters
- Coordinating among related plans
- Conducting training, testing, and exercises
- Updating plans to incorporate lessons learned from testing and exercises as well as any actual events that occurred during the year

# APPENDIX A: THREAT AND HAZARD IDENTIFICATION AND RISK ASSESSMENT

## Vulnerability Assessment

RISK / VULNERABILITY ASSESSMENT						
Priority	Hazards	Probability of Occurrence	Capabilities/Resources/Mitigation Efforts	Essential Functions Affected	Risk %	Overall Impact
1.	Severe Storms	High	<ul style="list-style-type: none"> <li>Additional snow capable vehicles, deicer fluid, trained employees, road closures</li> <li>Trim trees, build natural wind barriers</li> </ul>	Emergency services, employees, utilities, hospitals	TBD	Citizens unable to move around town safely, possible roof collapse, injuries
2.	Flooding	Medium	<ul style="list-style-type: none"> <li>Land-use management, improved storm water discharge systems</li> </ul>	Emergency services, utilities, employees	TBD	Citizens unable to move around town safely, contaminated drinking water, water-borne disease
3.	Land shifts	Medium	<ul style="list-style-type: none"> <li>Hardening of infrastructure, all resources available will be necessary</li> </ul>	Roads, airports, emergency services, utilities, hospitals	TBD	Mass casualties, economy, housing, lack of water & food
4.	Hazardous Materials spill	Medium	<ul style="list-style-type: none"> <li>Protection of HazMat facilities, HazMat teams and equipment, detailed response plans and evacuation routes</li> </ul>	Emergency services, citizens, hospitals, ecology	TBD	Evacuations, contamination, health, clean up
5.	Communication Failure	Moderate	<ul style="list-style-type: none"> <li>Harden infrastructure, redundant systems</li> </ul>	Emergency services, citizens, hospitals, all facilities within the city	TBD	Potential for deaths, other utility outages, terrorism
6.	Aircraft Accident	Low	<ul style="list-style-type: none"> <li>Move citizens out of flight path</li> </ul>	Emergency services, military, utilities, citizens, hospitals	TBD	Loss of life, evacuations
7.	Pandemic	Low	<ul style="list-style-type: none"> <li>PPE, training, EOC management</li> </ul>	Emergency services, employees, hospitals	TBD	Loss of life, contamination, economy

## ANNEX 1: CITY COUNCIL

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### Introduction

During a Continuity of Operations COOP scenario, the Port Orchard City Council (City Council) has a role in the City of Port Orchard (City) leadership, legislation, and outreach functions. The City Council provides direction and support to the incident through legislative actions and interjurisdictional interactions. The City Council is flexible and adaptable and has limited resource requirements to perform essential functions.

### Essential Functions

Essential functions for the City Council during a COOP incident include leadership, legislation, and outreach to other jurisdictions and the public. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>CITY COUNCIL</b></p> <ul style="list-style-type: none"> <li>• Provide direction to the Mayor</li> <li>• Consider and approve resolutions, proclamations, laws, and other legislative decisions</li> </ul>	<ul style="list-style-type: none"> <li>• Hold City Council meetings to take action as needed.</li> <li>• Provide policy direction to the Manager as needed.</li> <li>• Keep records of meetings and actions.</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• Legal</li> <li>• City Clerk</li> </ul>	<p>12 hours</p>

### Key Personnel

In the event of a COOP scenario, the City Council performs essential leadership, legislative and outreach functions. The City Council performs such essential functions in part by taking formal action through the affirmative vote of a majority of the entire

membership of the City Council. In matters not requiring formal action, the City Council is represented by its Mayor or, in the absence of the Mayor, by its Mayor Pro Tempore. In the absence of both the Mayor and the Mayor Pro Tempore, the City Council is represented by a Councilmember chosen by the affirmative vote of the membership of the City Council.

## **Department Relocation**

Incident impacts and operational needs will dictate the safe options for relocation; therefore, the City Council does not have a designated alternate location. The City Council location serves as the seat of government so whenever possible, the City Council will remain at City Hall. If there is a requirement to relocate, efforts will be made to remain within the city limits and near the Mayor's Office, wherever then located, and the Emergency Operations Center.

## **Communications**

The City Council does not have any unique communication requirements, but does rely heavily on internet connectivity, computers and other normal operational systems. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to desk phones, cell phones, Outlook email, and text messaging for communication during a COOP scenario.

## **Vital Records, Files, and Databases**

The City Council has identified vital records to include documents representing Council procedures, decisions, and actions related to City operations. Council files are maintained by the City Clerk.

## **Critical Systems**

Access to the intranet and internet is not necessary but desired to support the City Council essential functions.

## **Critical Equipment**

The City Council does not have any specific critical equipment requirements for the delivery of essential functions. It is preferred that access to computer resources and the internet are available but are not required.

## **External Contacts**



The City Council is not dependent on external agencies for delivery of essential functions. However, the City Council does acknowledge the support jurisdictional partners at local, state, and federal levels of government and private entities can provide and intends to engage with these agencies and entities as appropriate.

## **Return to Operations**

The City Council will have continual, but possibly limited, operations during a COOP incident. Return to operations includes the relocation back to the original facility or a new facility in the City Council is working from an alternate location. The City Council will resume normal business activities, in addition to any incident or COOP activities, as able based on resource availability.

## ANNEX 2: MAYOR

### Introduction

During a Continuity of Operations COOP scenario, the Mayor is responsible for the overall incident management, City of Port Orchard (“City”) leadership, public information, and intergovernmental relations. The Mayor provides direction and guidance and thus is flexible and adaptable and has limited resource requirements to perform essential functions.

### Essential Functions

Essential functions of the Mayor during a COOP incident include managing overall city operations, informing elected officials, and intergovernmental relations. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>MAYOR</b></p> <ul style="list-style-type: none"> <li>• Lead and direct all City personnel</li> <li>• Manage overall City operations</li> <li>• Inform elected officials and seek their direction</li> </ul>	<ul style="list-style-type: none"> <li>• Develop and administer emergency management plan</li> <li>• Proclaim an emergency</li> <li>• Notify Council of situation and actions as soon as is practical</li> <li>• Determine level of emergency and staffing necessary to respond</li> <li>• Retain records of actions taken</li> <li>• Call special meeting(s) of City Council as needed</li> <li>• Determine need for alternate location for City Hall operations</li> </ul>	All	2 hours

## Key Personnel

The Mayor has established the following order of succession for his position:

Essential Function	Order of Succession
<b>Mayor</b>	<ol style="list-style-type: none"><li>1. Mayor</li><li>2. Mayor Pro Tempore</li><li>3. Councilmember chosen by council in absence of the above</li><li>4. Police Chief</li></ol>

## Department Relocation

Incident impacts and operational needs will dictate the safe options for relocation. However, the primary relocation site shall be at the Emergency Operations Center.

## Communications

The Mayor does not have any unique communication requirements, but does rely heavily on internet connectivity, computers and normal operational systems. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to desk phones, cell phones, Outlook email, and text messaging for communications during a COOP scenario.

## Vital Records, Files, and Databases

The Mayor has identified vital records to include contact lists for internal and external leaders and documents generated by City Council actions. These are maintained primarily with the City Clerk and on City IT systems.

## Critical Systems

The Mayor has identified critical systems to support essential functions as the intranet and internet, specifically those related to public information digital media tools, such as website content management and Facebook.

## Critical Equipment

The Mayor has identified communication resources as critical to support essential functions. These resources include but are not limited to mobile phones, computers, and printers.

## **External Contacts**

The Mayor is not dependent on external agencies for delivery of essential functions. However, the Mayor does acknowledge the support partners at local, state, and federal levels of government can provide and intends to engage with these agencies, as appropriate.

## **Return to Operations**

The Mayor will have continual, but possibly limited, operations during a COOP incident. Return to operations includes the relocation back to the original facility or a new facility if the Mayor is working from an alternate location. The Mayor will resume normal business activities, in addition to any incident or COOP activities, as able based on resources available.

## ANNEX 3: CITY CLERK

### Introduction

During a Continuity of Operations COOP scenario, the City Clerk is responsible for providing legislative support to the City Council, risk management, and maintaining/preserving all official records and the municipal code for the City of Port Orchard (“City”).

### Essential Functions

Essential functions of the City Clerk during a COOP incident include providing legislative support to the City Council and maintaining/preserving all official City records. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>CITY CLERK</b></p> <ul style="list-style-type: none"> <li>• Provide legislative support to the City Council</li> <li>• Maintains all official City records and the municipal code</li> <li>• Oversees the City’s records management program</li> <li>• Oversees the City’s Public Records Requests</li> </ul>	<ul style="list-style-type: none"> <li>• Notify City Council of emergency special meetings</li> <li>• Manage and keep record of actions taken by the Council (24-hr meeting notice not required)</li> <li>• Assist with restoration and protection of essential records</li> <li>• Manage civil claims against the City</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• Legal</li> </ul>	<p>12 hours</p>

## Key Personnel

The City Clerk has established the following order of succession for his position:

Essential Function	Order of Succession
City Clerk	1. City Clerk 2. Deputy City Clerk

## Department Relocation

Incident impacts and operational needs will dictate the safe options for relocation, however, whenever possible, the City Clerk will relocate within the city limits and near the Mayor's Office and City Council locations.

## Communications

The City Clerk does not have any unique communication requirements, but does rely heavily on internet connectivity, computers and other normal operational systems. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to desk phones, cell phones, Outlook email, and text messaging for communication during a COOP scenario.

## Vital Records, Files, and Databases

The City Clerk has identified vital records to include documents generated by City Council actions, contracts, and the Municipal Code.

## Critical Systems

The City Clerk has identified the need to access the City IT system as well as non-electronic files stored at City Hall as a critical system necessary to perform essential function tasks.

## Critical Equipment

The City Clerk has identified technology resources as critical to support essential function tasks. These resources include but are not limited to telephones, computers, and printers.

## External Contacts

The City Clerk is not dependent on external agencies for delivery of essential functions.

## **Return to Operations**

The City Clerk will have continual, but possibly limited, operations during a COOP incident. Return to operations includes the relocation back to the original facility or a new facility if the City Clerk is working from an alternate site. The City Clerk will resume normal business activities, in addition to incident, COOP, or recovery activities, as able based on resources.

## ANNEX 4: COMMUNITY DEVELOPMENT

### Introduction

During a Continuity of Operations COOP scenario, the Department of Community Development (DCD) is responsible for performing emergency building inspections within city boundaries in support of incident and COOP operations. The DCD will perform this essential function in coordination with the Emergency Operations Center and as infrastructure, such as roadways, allow movement to sites.

### Essential Functions

The essential function of the DCD during a (COOP) incident is to perform emergency building inspection of structures for potential or identified use for incident operations, (COOP) activities, or community needs. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>COMMUNITY DEVELOPMENT</b></p> <ul style="list-style-type: none"> <li>• Ensure the health and safety of the city through enforcement of applicable building or environmental laws</li> <li>• Provide long range planning services</li> <li>• Ensure businesses are operating properly and within state and local codes</li> </ul>	<ul style="list-style-type: none"> <li>• Perform building inspections and identify hazardous structures</li> <li>• Coordination of inspections</li> <li>• Issuance of notices and orders for compliance purposes</li> <li>• Issuance of emergency measure orders</li> <li>• Assist public institutions</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Legal</li> <li>• Police Department</li> </ul>	6 hours



## Key Personnel

The DCD has identified the Order of Succession for leadership as key roles in facilitating the process of building inspections:

Essential Function	Order of Succession
<b>Community Development (DCD) Director</b>	<ol style="list-style-type: none"><li>1. DCD Director</li><li>2. Building Inspector</li><li>3. Code Enforcement Officer</li></ol>

## Department Relocation

The incident impacts and operational needs will dictate the safe options for relocation; however, the DCD is not dependent on any specific location or facility to perform building inspections. Inspections are done in the field and the administrative aspect can be performed at any site with adequate infrastructure, thus the DCD does not have a designated alternate site. The (COOP) Facilities Team will identify a safe location for the DCD to work, if relocation is needed.

## Communications

The DCD does not have any unique communication requirements. The intent is to use operational systems, including but not limited to, desk phone, cell phones, Outlook email, and text messaging for communications during a (COOP) scenario.

## Vital Records, Files, and Databases

The DCD has identified vital records as the SmartGOV Permitting System, documents stored on the City "Permit Center – P" Drive, and rapid evaluation safety assessment forms.

## Critical Systems

Access to the intranet and internet is critical to support the DCD performance of building inspections and other essential functions. Specifically, DCD needs access to the Permitting System, city shared drive, GIS, WA L&I website and WA Department of Revenue website.

## Critical Equipment

The DCD has identified vehicles, forms and posting tools, flashlights, spray paint, personal protective gear, and communication equipment as key for supporting emergency building inspections. If available, computers would assist the process as well, but are not required for the onsite inspection process.

## **External Contacts**

The DCD is not dependent on external agencies for support of emergency building inspections; however, vendors that supply personal protective equipment and inspection supplies are critical to safe and effective inspections.

## **Return to Operations**

The DCD will have continual, but limited, operations during a (COOP) incident. Return to operations includes the relocation back to the original facility or a new facility if the DCD is working from an alternate location. The DCD will resume normal business as able based on available resources, priorities of city leadership, recovery priorities, economic opportunities, and the adjusted timeline of projects placed on hold due to the incident.

## **ANNEX 5: FINANCE DEPARTMENT**

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## Introduction

During a Continuity of Operations (COOP) scenario, the Finance Department is responsible for the accounting, tracking, and facilitation of the financial operations of the City of Port Orchard (“City”). The Finance Department requires coordination with city departments and of resources to perform essential functions.

## Essential Functions

Essential functions for the Finance Department during a (COOP) incident include financial management, procurement, and record preservation. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<b>FINANCE MANAGER</b> <ul style="list-style-type: none"> <li>• General accounting for the City</li> <li>• Payroll</li> <li>• Accounts Payable</li> <li>• Utility Billing</li> <li>• Receipting and Cash Management</li> </ul>	<ul style="list-style-type: none"> <li>• Internal Control of Assets and Cash</li> <li>• Payroll</li> <li>• Accounts Payable, Bill Paying</li> <li>• Tracking Expenditures</li> </ul>	All	24 hours

## Key Personnel

The Finance Department has identified the Order of Succession for leadership as key roles in facilitating the delivery of essential functions:

Essential Function	Order of Succession
<b>Finance Director</b>	<ol style="list-style-type: none"> <li>1. Finance Director</li> <li>2. Assistant Finance Director</li> <li>3. Accounting Assistant II</li> </ol>

## Department Relocation

Incident impacts and operational needs will dictate the safe options for relocation; however, the essential functions of the Finance Department are not dependent on any specific location or facility. Functions can be performed at any site with adequate infrastructure, thus the Finance Department does not have a designated alternate site.

The (COOP) Facilities Team will identify a safe location for the Finance Department to work, if relocation is needed.

## **Communications**

The Finance Department does not have any unique communication requirements, but does rely heavily on internet connectivity, computers, and other normal operational systems. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to, desk phones, cell phones, Outlook email, and text messaging for communications during a (COOP) scenario.

## **Vital Records, Files, and Databases**

The Finance Department has identified vital records such as financial tracking and distribution documents. Essential functions require the use of the accounting system along with other task specific software.

## **Critical Systems**

Access to the intranet and internet is necessary for the Finance Department to perform most essential functions. The use of accounting software along with other task specific software facilitates the delivery of Finance Department services.

## **Critical Equipment**

The Finance Department has identified technology and communication equipment as key for delivery of essential functions. In addition to telephones, computers, and basic printers the Finance Department also requires specialized printers, purchase cards, a safe, and hand receipts to support (COOP) tasks.

## **External Contacts**

The Finance Department partners with several vendors for the delivery of essential functions. Most of the vendors are financial institutions that are required to have (COOP) programs and capabilities, thus reducing the risk of failure to support City essential functions.

## **Return to Operations**

The Finance Department will have continual, but possibly limited, operations during a (COOP) incident. Return to operations includes relocation to the original facility or a new facility if the Finance Department is working from an alternate location. The Finance Department will resume normal business activities based on available resources,

priorities of city leadership, and timelines of financial activities. Priority will be given to delivery of services that reduce the risk of financial penalties, undue hardship to employees or the public, and requirements for maintaining a positive financial standing for the city.

## ANNEX 6: HUMAN RESOURCES COORDINATOR

### Introduction

During a Continuity of Operations (COOP) scenario, the Human Resource Coordinator (HR) is responsible for employee relations, management support, compensation, and policy/contract interpretation and guidance. HR's primary focus is employees during an incident and requires coordination with city departments to perform essential functions.

### Essential Functions

Essential functions for HR during a (COOP) incident include employee relations, compensation, training and assignments, accountability, risk management, and compliance with labor and regulatory requirements. Below is a high-level summary for each function:

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<b>HUMAN RESOURCES</b> <ul style="list-style-type: none"> <li>• Manage employee relations</li> <li>• Safety and risk management</li> <li>• Employee benefits</li> <li>• Volunteer management</li> </ul>	<ul style="list-style-type: none"> <li>• Track and report status of all employees</li> <li>• Activate employee/family assistance center</li> <li>• Investigate and document all employee injuries</li> <li>• Coordinate the Employee Assistance Program (EAP) to assist employees</li> </ul>	<ul style="list-style-type: none"> <li>• Finance</li> <li>• Legal</li> <li>• All</li> </ul>	24 hours

### Key Personnel

HR has identified the Order of Succession for leadership as key roles in facilitating the delivery of essential functions:

Essential Function	Order of Succession
<b>Human Resources Coordinator</b>	<ol style="list-style-type: none"> <li>1. HR Coordinator</li> <li>2. Finance Director</li> </ol>

**Department Relocation**

The incident impacts and operational needs will dictate the safe options for relocation; however, the essential functions of HR are not dependent on any specific location or facility. Functions can be performed at any site with adequate infrastructure, thus HR does not have a designated alternate site. The (COOP) Facilities Team will identify a safe location for HR to work, if relocation is needed.

**Communications**

HR does not have any unique communication requirements. The intent is to use operational systems, including but not limited to, desk phones, cell phones, Outlook email, and text messaging for communications during a (COOP) scenario.

**Vital Records, Files, and Databases**

HR has identified vital records to include employee personnel files, claim files, partner contact information, and training rosters. In addition to these files, HR uses the payroll software to access critical employee information.

**Critical Systems**

Access to the intranet and internet is necessary for HR to perform essential functions. The use of the payroll system and intranet facilitates delivery of services.

**Critical Equipment**

HR has identified technology and communication equipment as key for delivery of essential functions. These resources include but are not limited to phones, computers, and printers.

**External Contacts**

HR is not dependent on external agencies for delivery of essential functions. However, there are partner agencies related to health, labor, and compliance that HR may work with to facilitate delivery of service.

## **Return to Operations**

HR will have continual, but possibly limited, operations during a (COOP) incident. Return to operations includes the relocation back to the original facility or a new facility if HR is working from an alternate location. HR will resume normal business activities, in addition to any incident or (COOP) activities, as able and based on resources. Priority will be given to services that support employee recovery, retention, and, if needed, replacement.



## ANNEX 7: LEGAL DEPARTMENT

### Introduction

During a Continuity of Operations (COOP) scenario, the City Attorney is responsible for advising City of Port Orchard (“City”) leadership on legal issues and developing legal documents related to the incident. The City Attorney is flexible and adaptable and has limited resource requirements for the delivery of essential function tasks.

### Essential Functions

The City Attorney has identified its essential function during (COOP) activities as guidance and advice.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>CITY ATTORNEY</b></p> <ul style="list-style-type: none"> <li>• Provide legal advice to decision-makers</li> <li>• Draft policies, procedures, proclamations, laws</li> <li>• Review contracts and legal agreements</li> </ul>	<ul style="list-style-type: none"> <li>• Draft emergency legal documents for City Council review</li> <li>• Provide legal advice and review for City emergency operations</li> <li>• Review emergency contracts with vendors</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor</li> <li>• City Clerk</li> <li>• Community Development</li> </ul>	<p>12 hours</p>

### Key Personnel

The City Attorney has established the following order of succession for this position:

Essential Function	Order of Succession
<p><b>City Attorney</b></p>	<ol style="list-style-type: none"> <li>1. City Attorney</li> <li>2. Deputy City Attorney</li> </ol>

## **Department Relocation**

Incident impacts and operational needs will dictate the safe options for relocation; therefore, the City Attorney does not have a designated alternate location. Whenever possible, the City Attorney will relocate within the city limits and near the Mayor's Office and City Council locations.

## **Communications**

The City Attorney does not have any unique communication requirements, but does rely heavily on internet connectivity, computers and other normal operational systems. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to desk phones, cell phones, Outlook email, and text messaging for communication during a (COOP) scenario.

## **Vital Records, Files, and Databases**

The City Attorney has identified vital records to include City Council documents and the City's policies, regulations, and Municipal Code.

## **Critical Systems**

The City Attorney identified the need to access the internet as a critical system for research and development of essential function tasks.

## **Critical Equipment**

The City Attorney has identified technology resources as critical to support essential function tasks. These resources include but are not limited to telephones, computers, and printers.

## **External Contacts**

The City Attorney has identified the Municipal Attorney's Listserve, Washington State Municipal Research & Services Center (MRSC), and legal advisors at state and federal levels of government as external contacts during (COOP) activities.

## **Return to Operations**

The City Attorney will have continual, but possibly limited, operations during a (COOP) incident. Return to operations includes the relocation back to the original facility or a new facility if the City Attorney is working from an alternate site. The City Attorney will resume normal business activities, in addition to incident, (COOP), or recovery activities, as able based on resources.

## ANNEX 8: MUNICIPAL COURT

### Introduction

During a Continuity of Operations (COOP) scenario, the Port Orchard Municipal Court (POMC) is responsible for holding court proceedings related to misdemeanor violations, infraction processing and related hearings, and parking ticket enforcement processing and related hearings. For individuals that are being held in-custody there is an expedited hearing requirement. Court proceedings are required by law and in support of the rights of individuals. The POMC recognizes that during a significant emergency or disaster situation some or all court proceedings may need to be adjusted or delayed until such a time that resources are available to support the delivery of identified essential functions.

### Essential Functions

The essential function of the POMC during a (COOP) incident is to hold court proceedings. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>MUNICIPAL COURT</b></p> <ul style="list-style-type: none"> <li>• Preside over essential authorized cases</li> <li>• Conduct hearings and court proceedings as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate staff and judges to process newly arrested defendants w/in 24-48 hours</li> <li>• Review all pending matters w/in 7-30 days</li> <li>• Notify public of courts status as soon as possible</li> </ul>	<ul style="list-style-type: none"> <li>• Prosecuting Attorney's Office</li> <li>• City-contracted Public Defense</li> <li>• City clerk</li> <li>• Police</li> <li>• Finance</li> </ul>	12 hours

## Key Personnel

The POMC has identified the Order of Succession for leadership as key roles in facilitating the delivery of essential functions:

Essential Function	Order of Succession
<b>Court Administrator</b>	<ol style="list-style-type: none"><li>1. Court Administrator</li><li>2. Lead Court Clerk</li><li>3. Court Clerk</li></ol>
<b>Judge</b>	<ol style="list-style-type: none"><li>1. Presiding Judge</li><li>2. Judge Pro tem, including Kitsap District Court judges</li><li>3. Appointed Judge</li></ol>

## Department Relocation

Incident impacts and operational needs will dictate the safe options for relocation; however, the essential functions of the POMC do require some unique aspects of location, thus if relocation is required, attention will be given to ability to access the video conference link to the jail location and public access to the site. Although most conference rooms could support a court proceeding, preference will be given to a location with security measures in place (secure doors, metal detectors), private side room availability for counsel and client holding, and ease of ingress and egress for transportation of clients.

## Communications

The POMC has one unique communication requirement – for video conference capabilities to the Kitsap County Jail. Other than that requirement, the intent is to use operational systems, including but not limited to, desk phones, cell phones, Outlook email, and text messaging for communications during a (COOP) scenario.

## Vital Records, Files, and Databases

The POMC has identified case files as being vital records for the support of court proceedings. The partner contact information list is also a critical record for communication with attorneys, advocates, and supporting agencies to operations. In addition to hard copy case files, the POMC uses the Washington State Judicial Information System (JIS) database to support operations.

## Critical Systems

The POMC has identified critical systems to support court proceedings as access to the intranet and internet for access to the JIS database. There is also a requirement for the in-court video conference link to the jail for in-custody defendant's criminal hearings.

## **Critical Equipment**

The POMC has identified technology and communication equipment as key for the delivery of court hearings, including the in-court video conference link to the jail. In addition to phones, computers, and printers the ability to capture audio recordings of the proceeding is required.

## **External Contacts**

The POMC partners with several external individuals and organizations for support of court proceedings. Partners include roles such as Prosecutor, Defense Attorney, Victim Advocate, and others as determined by the proceeding.

## **Return to Operations**

The POMC may have limited operations during a (COOP) incident or may suspend some or all court operations depending on the extent and impacts of the incident. If the court proceedings have been relocated, return to operations will involve the return to the original facility or a new facility. If operations were suspended return to operations will involve the planning and reestablishment of proceedings at the designated facility. It is expected that if suspension occurred, return to operations may involve scheduling of resources and participants, as well as notification to the public, which could extend the timeline for resumption of hearings.

## ANNEX 9: POLICE DEPARTMENT

### Introduction

During a Continuity of Operations (COOP) scenario, the Police Department (PD) is responsible for providing emergency services to the community including patrol and investigations. The PD operates 24 hours a day, seven days a week 365 days a year. The PD supports and partners with city departments and resources to perform essential functions.

### Essential Functions

Essential functions for the PD during a (COOP) incident includes response to emergency calls, traffic control, felony investigations, and incident security support. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>POLICE</b></p> <ul style="list-style-type: none"> <li>• Coordinate all Emergency Management functions</li> <li>• Provide public safety and emergency response</li> <li>• Provide security for public facilities and critical infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• Manage the EOC</li> <li>• Respond to and resolve emergencies and public safety incidents within the city</li> <li>• Provide security at city facilities and critical infrastructure</li> <li>• Intelligence gathering/sharing</li> <li>• Investigations</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> <li>• Mayor</li> <li>• Legal</li> <li>• Finance</li> <li>• Municipal Court</li> </ul>	2 hours

## Key Personnel

The PD has identified the Order of Succession for leadership as key roles in facilitating the delivery of essential services:

Essential Function	Order of Succession
<b>Police Chief/ Emergency Management Director</b>	<ol style="list-style-type: none"><li>1. Police Chief</li><li>2. Deputy Chief of Police</li><li>3. Designated Sergeant</li><li>4. Designated Sergeant</li></ol>

## Department Relocation

Incident impacts and operational needs will dictate the safe options for relocation; therefore, the PD does not have designated alternate locations for most essential functions. Patrol and investigations are flexible and adaptable operations that can be relocated if needed. Ideally relocation would be within the city limits and will provide adequate work and vehicle space for regular and special operations staff and equipment.

## Communications

The PD has several methods of communication in support of delivery of essential functions. The intent is to use operational systems, including but not limited to desk and mobile phones, Outlook email, VHF radios, and social media accounts such as Facebook for communication during a (COOP) scenario.

The PD is dependent on a Public Safety Alerting Point (PSAP) a.k.a. Kitsap-911 for notification and assignment of public calls for assistance. The PSAP system has redundancy established to support delivery of response information.

## Vital Records, Files, and Databases

The PD has identified vital records to include incident response reports, map books, partner contact lists, subject background reports, investigative case files, and inmate records. Databases used for essential functions include Geographical Information Services (GIS) for mapping, National Crime Information Center (NCIC), Department of Licensing (DOL), and Washington Crime Information Center (WACIC).

## Critical Systems

Access to the intranet and internet is necessary for the PD to perform most essential functions.

The PD uses computer aided dispatch via Kitsap-911 GIS, National Crime Information Center (NCIC), Department of Licensing (DOL), Washington Crime Information Center (WACIC), and Records Management System (RMS).

## **Critical Equipment**

The PD has identified that there are extensive and unique critical equipment requirements for the delivery of essential functions. In addition to technology resources such as phones, radios, computers, and printers the PD relies on specialized vehicles, protective gear, tactical gear, and a variety of task specific tools.

## **External Contacts**

The PD partners with several external response organizations for delivery of essential functions. The PD has established mutual aid agreements facilitated through the PSAP system. The Public Safety Alerting Point (PSAP) or dispatch center is an external agency delivering services to the PD as a consortium member.

## **Return to Operations**

The PD will have additional and continual, but possibly limited in scope, operations during a (COOP) incident. Return to operations may mean relocation back to an original facility or new facility if alternate work sites were established. Primarily return to operations will consist of resuming all services normally performed by the PD during non-disaster times, such as training, community policing, school resources support, and investigations beyond felonies. For all areas of the PD return to operations includes thoroughly checking the condition and status of equipment and supplies. In addition, consideration and attention will be given to the physical and emotional health of responders with critical incident stress management resources being provided as needed.



## ANNEX 10: PUBLIC WORKS ENGINEERING DEPARTMENT

### Introduction

During a Continuity of Operations (COOP) scenario, the Public Works & Engineering Department (PWE) is responsible for the sustainment and operations of several critical infrastructure systems including potable water, sanitary sewer, storm drainage systems, traffic signals, streetlights, bridges, and streets.

### Essential Functions

Essential functions for PWE during a COOP incident include operation of critical infrastructure and resources support to departments, operations, and COOP activities. Although, there is no legal mandate for delivery of these services, it is understood that there is a need and public expectation of these operations. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
<p><b>PUBLIC WORKS ENGINEERING</b></p> <ul style="list-style-type: none"> <li>Restore and maintain City infrastructure including potable water, sanitary sewer, streets, bridges, storm drainage systems, and traffic control systems</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate repairs of street &amp; bridge systems</li> <li>Coordinate repairs with water &amp; sewer utilities</li> <li>Coordinate the restoration and maintain City facilities</li> <li>Correct stormwater flooding issues</li> <li>Provide engineering services to City staff</li> </ul>	<ul style="list-style-type: none"> <li>Police</li> <li>Finance/IT</li> <li>Community Development</li> <li>WSDOT</li> <li>WSUD</li> <li>COB</li> </ul>	12 hours-30 Days

## Key Personnel

The Mayor has established the following order of succession for his position:

Essential Function	Order of Succession
<b>Public Works Director</b>	<ol style="list-style-type: none"><li>1. Public Works Director / City Engineer</li><li>2. Assistant City Engineer</li><li>3. Public Works Operations Manager</li><li>4. Public Works Utility Manager</li></ol>

## Department Relocation

The incident impacts and operational needs will dictate the safe options for relocation; however, the essential functions of PWE are dependent on a location or facility with power and network connectivity. Although not required, PW would ideally be relocated within the City limits to facilitate essential functions.

## Communications

Public Works Engineering has several methods of communication in support of essential functions. The intent is to use normal operational systems, or as many of them as are possible, including but not limited to desk and cell phones, and Outlook email during a COOP scenario.

## Vital Records, Files, and Databases

PWE has identified vital records to include Geographic Information Systems (GIS), traffic signal inventory, as built records, and the department phone tree as critical to the delivery of essential functions.

## Critical Systems

Access to the sewer, water, streets, and bridges.

## Critical Equipment

PW has identified technology and communication equipment as critical equipment for delivery of essential functions.

## External Contacts

PWE partners with several external agencies as some city systems are inter-dependent on partner systems. Partnerships include local, state, and private sector organizations.

## **Return to Operations**

PW will have continual, COOP and incident response, operations during an incident. Return to operations may include relocation to an original or new facility, or the resumption of normal business activities that were suspended while focus was placed on incident support. Priority will be given to delivery of services as directed by city leadership that supports incident operations and recovery, provides infrastructure services to residents and businesses, and partners with adjacent jurisdictions. Due to the nature and complexity of critical infrastructure systems, a full return to operations may take a significant amount of time and resources to accomplish. PW may be functioning in a COOP mode longer than other departments if the incident causes significant disruption to PW operating facilities or systems.

## ANNEX 11: INFORMATION TECHNOLOGY DIVISION

### Introduction

During a Continuity of Operations (COOP) scenario, the Information Technology Division (IT) is responsible for supporting the access to and use of operational and communication technology and hardware. All city departments have identified a dependency on information technology for the delivery of their essential functions. IT is dependent on external critical infrastructure systems being operational and available for delivery of all essential functions.

### Essential Functions

Essential functions for IT during a (COOP) incident include user technology support and data system management. Although the services of IT are not legally mandated, it is understood that technology access and support is vital to the ability of the city to operate during and following an emergency or disaster incident. Below is a high-level summary for each function.

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES			
Essential Function	Critical Steps	Supporting Department(s)	Recovery Time Objective (RTO)
Information Technology <ul style="list-style-type: none"> <li>Provide Information &amp; Technology (IT) services to City staff</li> </ul>	<ul style="list-style-type: none"> <li>Technology maintenance – email, internet, intranet, Finance programs, Police CAD programs, phone maintenance</li> </ul>	All	Immediately for Police and EOC Critical Steps  12 hours for remaining Critical Steps

### Key Personnel

IT has identified the Order of Succession for leadership as key roles in facilitating the delivery of essential functions:

Essential Function	Order of Succession
Information Technology Manager	1. IT Manager 2. IT Specialist / Finance Clerk 3. Asst. Director of Finance 4. Seitel Systems (outside consultant)

## **Department Relocation**

The incident impacts and operational needs will dictate the safe options for relocation; however, the essential functions of IT are dependent on a location or facility with power and network connectivity. These resources can be provided by temporary or mobile capability but must exist to support service delivery by IT.

## **Communications**

IT does not have any unique communication requirements. The intent is to use operational systems, including but not limited to, desk phones, cell phones, Outlook email, and text messaging for communications during a (COOP) scenario.

## **Vital Records, Files, and Databases**

IT has identified vital records to include various tracking logs and data files associated with City electronic records.

## **Critical Systems**

Access to intranet and internet is necessary for IT to perform most essential functions.

## **Critical Equipment**

IT has identified several types of critical equipment for the delivery of essential functions. In addition to phones, IT requires computer and connectivity hardware, servers, and technical devices to support (COOP) tasks. IT depends on the fiber optic connection to the data center making it a critical equipment resource.

## **External Contacts**

IT partners with and is dependent on several vendors for delivery of essential functions. Most vendors are in the technology industry and thus have disaster recovery programs and redundancies in place to support the sustainment of service to the city.

## **Return to Operations**

IT will have continual, but possibly limited, operations during a (COOP) incident. Return to operations includes relocation to the original facility or a new facility if IT is working from an alternate location. IT will resume normal business activities based on available resources, priorities of city leadership, and restoration and recovery tasks necessary to return all departments to normal operations. Depending on the nature of the incident that created the need for (COOP) activities, IT may have a complex extended return to normal operations while staff address incident impacts.



**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 7F  
Subject: Approval of a Contract with Hayter  
Industries, LLC for Public Relations,  
Marketing and Communications

Meeting Date: April 14, 2020  
Prepared by: Brandy Rinearson, MMC  
City Clerk  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** As the City grows and the population increases, there is a need for a dedicated public relations and communications specialist to keep the community updated on City projects, expand on the City’s current social media outreach and help the City to develop strategy’s to communicate with staff.

On February 27, 2020, the Finance Director sent the Request for Statement of Qualifications to 6 firms listed on the MRSC (Municipal Research & Services Center) small works roster. The City received one bid from Hayter Industries, LLC.

**Recommendation:** Staff recommends approval of a contract with Hayter Industries, LLC for Public Relations, Marketing and Communications.

**Relationship to Comprehensive Plan:** N/A

**Motion for consideration:** I move to approve a contract with Hayter Industries, LLC for Public Relations, Marketing, and Communications, as presented.

**Fiscal Impact:** Contract cost not to exceed \$25,000.

**Alternatives:** Do not approve contract.

**Attachments:** Contract.

**CITY OF PORT ORCHARD PERSONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the 17<sup>th</sup> day of March 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")  
216 Prospect Street  
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

And HAYTER INDUSTRIES, LLC, a corporation, organized under the laws of the State of Washington, doing business at:

7805 Broadstone Place SW (hereinafter the "CONSULTANT")  
Port Orchard, WA 98367

Contact: Ryan Hayter Phone: (360) 981-2929

for personal services in connection with the following Project:

*Public Relations, Marketing, and Communications consultant*

**TERMS AND CONDITIONS**

**1. Services by Consultant.**

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Schedule of Work.**

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit "A" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

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3. **Terms.** This Agreement shall commence on **April 1, 2020** (“Commencement Date”) and shall terminate **December 31, 2020** unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$25,000** without written authorization and will be based on an hourly rate of \$100.

TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

5. **Payment.**

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. For the duration of this Agreement, the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

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approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at

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the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

**14. Assigning or Subcontracting.** The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu  
Mayor  
216 Prospect Street  
Port Orchard, WA 98366

Phone: 360.876.4407  
Fax: 360.895.9029

Ryan Hayter, CONSULTANT  
President  
7805 Broadstone Place SW  
Port Orchard, WA 98367

Phone: (360) 981-2929

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

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City of Port Orchard and \_\_\_\_\_  
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unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PORT ORCHARD,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

By: Ryan Hayter

ATTEST/AUTHENTICATE:

Name: Ryan Hayter

By: \_\_\_\_\_  
Brandy Rinearson, MMC  
City Clerk

Title: President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Charlotte Archer, City Attorney

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## EXHIBIT A

SCOPE OF SERVICES TO CONTRACT NO. \_\_\_\_\_

### Project Description:

The consultant will perform the work described herein, at the direction of the Mayor and staff, to create website content, and draft social media posts, press releases, and public notices. Specifically, the consultant may be directed to perform the following:

### **Social Media:**

Assist the City in expanding on a social media strategy that provides timely and relevant information about City projects and activities. The communications consultant task includes:

- Develop an annual calendar with anticipated announcement dates and updates around key projects and initiatives
- Craft messaging with Mayor and senior staff as appropriate
- Collaborate with community pages

### **Public Relations:**

- Develop and maintain relationships with local news and media outlets including Kitsap, King and Pierce counties
- Draft and disseminate City news stories on a timely basis
- Coordinate interviews and articles with local journalists
- Develop guidelines for City employees to communicate with public

### **Internal Communications:**

- Develop tools and strategy for City to communicate with staff
- Develop messaging for City to communicate with staff

### **Community Events:**

- Identify opportunities for city officials to participate in community activities.
- Develop and execute events/activities for city officials to interact with constituents outside of City Hall.

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