



City of Port Orchard Council Work Study Session
April 21, 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

Link: <https://zoom.us/j/94737518526?pwd=SXhSMnNZO0FzMk9WcE5qOUdaMDdCZz09>

Zoom Meeting ID: 947 3751 8526

Password: 376075

Zoom Call-In: 1 253 215 8782

1. Continuity of Operations (COOP) & Continuity of Government (COG) Plan (M. Brown) **Page 2**
Estimated Time: 20 Minutes
2. Affordable Housing: ILA with Kitsap Community Resources (Crocker) **Page 70**
Estimated Time: 20 Minutes
3. Utility Late Fees and Penalties (Crocker) **Page 88**
Estimated Time: 20 Minutes
4. Downtown/County Campus Subarea Plan and Planned Action EIS (Bond) **Page 90**
Estimated Time: 20 Minutes
5. Job Description Authority Ordinance (Lund) **Page 170**
Estimated Time: 15 Minutes



City of Port Orchard Work Study Session Executive Summary

Issue Title: Continuity of Operations / Continuity of Government (COOP/COG) Plan

Meeting Date: April 21, 2020

Time Required: 30 minutes

Attendees: None

Action Requested At This Meeting: Discussion of the City's Draft Continuity of Operations Continuity of Government (COOP/COG) Plan.

Issue: In light of the recent public health emergency, the City's emergency management team has identified an emergent need for a formal continuity document for reference during a critical incident or on-going emergency.

Background: 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. The process to trigger to COOP Plan is outlined within the plan, and any event that makes it impossible for employees to work in their regular facility could result in a full or partial activation of the Continuity Plan. The Plan was developed in accordance with Federal Emergency Management Agency (FEMA) guidance for non-federal entities.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons:

Alternatives: Not approve the plan and provide additional guidance.

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

Relationship to Comprehensive Plan: N/A

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

Follow-up Notes & Outcomes:

RESOLUTION NO. ____-20

**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;

**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. The Mayor shall report to the City Council whenever an update is made consistent with this authoriation. That report shall occur within ninety (90) days of the Mayor’s action.

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 ____ day of April, 2020.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

**CONTINUITY OF OPERATIONS
(COOP)
&
CONTINUITY OF GOVERNMENT
(COG)
PLAN**



TBD 2020

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COOP/COG PLAN

CONFIDENTIAL FOR INTERNAL USE ONLY

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

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.

DISTRIBUTION LIST	
Plan Holder	
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

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 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

COOP PROGRAM MANAGEMENT TEAM	
Name and Designated Position	General Responsibilities
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.

COOP PROGRAM MANAGEMENT TEAM	
Name and Designated Position	General Responsibilities
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, DCD, & 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

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

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

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

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES

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

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

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

ESSENTIAL FUNCTIONS, DEPENDENCIES AND RECOVERY TIME OBJECTIVES

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

5.0 HUMAN CAPITAL MANAGEMENT

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

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

Role/Section	Title	Location
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

Role/Section	Title	Location
Planning Section Chief	Community Development Director	DCD
Planning Section Chief	Sergeant	Police
Planning Section	Long Range Planner	DCD
Planning Section	Associate Planner	DCD
Planning Section/GIS	Associate Planner	DCD
Planning Section Support	TBD	TBD
Logistics Section Chief	IT Manager	City Hall
Logistics Section Chief	TBD	TBD
Logistics Section	TBD	TBD
Logistics Section IT	TBD	TBD
Logistics Section	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
EOC Support	Records/Evidence Specialist	Police
EOC Support	Records/Evidence Specialist	Police
EOC Support	Records/Evidence Specialist	Police

7.0 ORDERS OF SUCCESSION

The Mayor is ultimately responsible for the continuation of essential services in an emergency and, consequently, for related planning in conjunction with the Director of Emergency Management. In the event the Mayor is rendered incapable or unavailable to fulfill their duties as Chief Executive, successors have been identified to ensure there is no lapse in decision-making authority.

Successors to Department Heads have also been identified to provide similar continuity within their staff.

Table 4 Departmental Orders of Succession

Department (Alphabetical)	Order of Succession
City Executive	<ol style="list-style-type: none"> 1. Mayor 2. Mayor Pro Tempore 3. Finance Committee Chair 4. Utility Committee Chair
Clerk	<ol style="list-style-type: none"> 1. City Clerk 2. Deputy City Clerk
Community Development	<ol style="list-style-type: none"> 1. DCD Director 2. Long Range Planner 3. Associate Planner (seniority-based)
Finance	<ol style="list-style-type: none"> 1. Finance Director 2. Assistant Finance Director 3. Accounting Assistant II
Human Resources	<ol style="list-style-type: none"> 1. HR Coordinator 2. Finance Director
Information Technology	<ol style="list-style-type: none"> 1. IT Manager 2. IT Specialist / Finance Clerk 3. Assistant Director of Finance 4. Seitel Systems (outside consultant)
Judge	<ol style="list-style-type: none"> 1. Presiding Judge 2. Judge Pro tem, including Kitsap District Court judges 3. Appointed Judge
Legal	<ol style="list-style-type: none"> 1. City Attorney 2. Alternate attorney from contract firm
Municipal Court	<ol style="list-style-type: none"> 1. Court Administrator 2. Lead Court Clerk 3. Court Clerk
Police / Emergency Management	<ol style="list-style-type: none"> 1. Police Chief 2. Deputy Chief of Police 3. Designated Sergeant 4. Designated Sergeant

Public Works	<ol style="list-style-type: none">1. Public Works Director / City Engineer2. Assistant City Engineer3. Utility Manager4. Operations Manager
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8.0 DELEGATION OF AUTHORITY

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

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

Essential Function	Department or Agency to Transfer Essential Function	Trigger for Devolution	Equipment and Supplies Needed	Procedures for Acquiring Supplies	Trigger for Reconstitution
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

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

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

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

CONTINUITY FACILITY				
Essential Function	Continuity Facility (Name & Address)	Number of Employees Required	Logistical Supports Required	Resources and Infrastructure Required
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

INTEROPERABLE COMMUNICATIONS				
Communication System Needed in Continuity Facilities	Current Provider	Alternative Provider	Alternative Mode 1	Alternative Mode 2
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

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"> • Additional snow capable vehicles, deicer fluid, trained employees, road closures • Trim trees, build natural wind barriers 	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"> • Land-use management, improved storm water discharge systems 	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"> • Hardening of infrastructure, all resources available will be necessary 	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"> • Protection of HazMat facilities, HazMat teams and equipment, detailed response plans and evacuation routes 	Emergency services, citizens, hospitals, ecology	TBD	Evacuations, contamination, health, clean up
5.	Communication Failure	Moderate	<ul style="list-style-type: none"> • Harden infrastructure, redundant systems 	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"> • Move citizens out of flight path 	Emergency services, military, utilities, citizens, hospitals	TBD	Loss of life, evacuations
7.	Pandemic	Low	<ul style="list-style-type: none"> • PPE, training, EOC management 	Emergency services, employees, hospitals	TBD	Loss of life, contamination, economy

ANNEX 1: CITY COUNCIL

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>CITY COUNCIL</p> <ul style="list-style-type: none"> • Provide direction to the Mayor • Consider and approve resolutions, proclamations, laws, and other legislative decisions 	<ul style="list-style-type: none"> • Hold City Council meetings to take action as needed. • Provide policy direction to the Manager as needed. • Keep records of meetings and actions. 	<ul style="list-style-type: none"> • Mayor • Legal • City Clerk • Community Development 	<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. 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: CITY EXECUTIVE

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>CITY EXECUTIVE</p> <ul style="list-style-type: none"> • Lead and direct all City personnel • Manage overall City operations • Inform elected officials and seek their direction 	<ul style="list-style-type: none"> • Develop and administer emergency management plan • Proclaim an emergency • Notify Council of situation and actions as soon as is practical • Determine level of emergency and staffing necessary to respond • Retain records of actions taken • Call special meeting(s) of City Council as needed • Determine need for alternate location for City Hall operations 	<ul style="list-style-type: none"> • All 	2 hours

Key Personnel

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

Essential Function	Order of Succession
City Executive	<ol style="list-style-type: none">1. Mayor2. Mayor Pro Tempore3. Finance Committee Chair4. Utility Committee Chair

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: 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>CITY CLERK</p> <ul style="list-style-type: none"> • Provide legislative support to the City Council • Maintain all official City records and the municipal code • Oversee the City’s records management program • Oversee the City’s Public Records Requests 	<ul style="list-style-type: none"> • Notify City Council of emergency special meetings • Manage and keep record of actions taken by the Council (24-hr meeting notice not required) • Assist with restoration and protection of essential records • Manage civil claims against the City 	<ul style="list-style-type: none"> • Mayor • Legal 	<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, Community Development is responsible for performing emergency inspections and assessments of buildings, land, homes, and businesses within city boundaries in support of the incident and COOP operations. Community Development 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 Community Development during a (COOP) incident is to apply the building, land use, and/or environmental laws applicable to the City, provide long range planning services, and ensure that businesses are operating within state or local laws.

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

Key Personnel

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

Essential Function	Order of Succession
Community Development	<ol style="list-style-type: none">1. DCD Director2. Long Range Planner3. Associate Planner (seniority-based)

Department Relocation

The incident impacts and operational needs will dictate the safe options for relocation; however, Community Development 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 Community Development does not have a designated alternate site. The (COOP) Facilities Team will identify a safe location for Community Development to work, if relocation is needed.

Communications

Community Development 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

Community Development has identified vital records as the SmartGOV Permitting System, documents stored within shared City data systems, and rapid evaluation safety assessment forms.

Critical Systems

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

Critical Equipment

Community Development has identified vehicles, forms and posting tools, flashlights, spray paint, personal protective gear, and communication equipment as key for

supporting emergency building inspections. Computers and printers would assist the process of posting public safety notices.

External Contacts

Community Development may be dependent upon outside agencies or consultants for assistance with essential functions at the onset of a crisis. Vendors that supply personal protective equipment and inspection supplies are critical to safe and effective inspections.

Return to Operations

Community Development 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 Community Development is working from an alternate location.

Community Development 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

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)
FINANCE <ul style="list-style-type: none"> • General accounting for the City • Payroll • Accounts Payable • Utility Billing • Receipting and Cash Management 	<ul style="list-style-type: none"> • Internal Control of Assets and Cash • Payroll • Accounts Payable, Bill Paying • Tracking Expenditures 	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
Finance	<ol style="list-style-type: none"> 1. Finance Director 2. Assistant Finance Director 3. Accounting Assistant II

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

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)
HUMAN RESOURCES <ul style="list-style-type: none"> • Manage employee relations • Safety and risk management • Employee benefits • Volunteer management 	<ul style="list-style-type: none"> • Track and report status of all employees • Activate employee/family assistance center • Investigate and document all employee injuries • Coordinate the Employee Assistance Program (EAP) to assist employees 	<ul style="list-style-type: none"> • All 	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
Human Resources	<ol style="list-style-type: none"> 1. HR Coordinator 2. Finance Director

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

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)
CITY ATTORNEY <ul style="list-style-type: none"> • Provide legal advice to decision-makers • Draft policies, procedures, proclamations, laws • Review contracts and legal agreements 	<ul style="list-style-type: none"> • Draft emergency legal documents for City Council review • Provide legal advice and review for City emergency operations • Review emergency contracts with vendors 	<ul style="list-style-type: none"> • Mayor • City Clerk • Community Development • Finance 	12 hours

Key Personnel

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

Essential Function	Order of Succession
Legal	<ol style="list-style-type: none"> 1. City Attorney 2. Alternate attorney from contract firm

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>MUNICIPAL COURT</p> <ul style="list-style-type: none"> • Preside over essential authorized cases • Conduct hearings and court proceedings as necessary 	<ul style="list-style-type: none"> • Coordinate staff and judges to process newly arrested defendants w/in 24-48 hours • Review all pending matters w/in 7-30 days • Notify public of courts status as soon as possible 	<ul style="list-style-type: none"> • Police • Finance • IT 	<p>12 hours</p>

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
Court Administration	<ol style="list-style-type: none">1. Court Administrator2. Lead Court Clerk3. Court Clerk
Judge	<ol style="list-style-type: none">1. Presiding Judge2. Judge Pro tem, including Kitsap District Court judges3. Appointed Judge

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

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>POLICE</p> <ul style="list-style-type: none"> • Coordinate all Emergency Management functions • Provide public safety and emergency response • Provide security for public facilities and critical infrastructure 	<ul style="list-style-type: none"> • Manage the EOC • Respond to and resolve emergencies and public safety incidents within the city • Provide security at city facilities and critical infrastructure • Intelligence gathering/sharing • Investigations 	<ul style="list-style-type: none"> • City Council • Mayor • Legal • Finance • Municipal Court 	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
Police / Emergency Management	<ol style="list-style-type: none">1. Police Chief2. Deputy Chief of Police3. Designated Sergeant4. Designated Sergeant

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

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)
PUBLIC WORKS ENGINEERING <ul style="list-style-type: none"> Restore and maintain City infrastructure including potable water, sanitary sewer, streets, bridges, storm drainage systems, and traffic control systems 	<ul style="list-style-type: none"> Coordinate repairs of street & bridge systems Coordinate repairs with water & sewer utilities Coordinate the restoration and maintain City facilities Correct stormwater flooding issues Provide engineering services to City staff 	<ul style="list-style-type: none"> Police Finance Community Development 	12 hours-30 Days

Key Personnel

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

Essential Function	Order of Succession
Public Works	<ol style="list-style-type: none">1. Public Works Director / City Engineer2. Assistant City Engineer3. Public Works Operations Manager4. Public Works Utility Manager

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

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"> Provide Information & Technology (IT) services to City staff 	<ul style="list-style-type: none"> Technology maintenance – email, internet, intranet, Finance programs, Police CAD programs, phone maintenance 	<ul style="list-style-type: none"> All 	<p>Immediately for Police and EOC Critical Steps</p> <p>12 hours for remaining Critical Steps</p>

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	<ol style="list-style-type: none"> IT Manager IT Specialist / Finance Clerk Asst. Director of Finance 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 Work Study Session Executive Summary

Issue Title: Affordable Housing: ILA with Kitsap Community Resources
Meeting Date: April 21, 2020
Time Required: 20 minutes
Attendees: None.

Action Requested At This Meeting: Provide any questions and comments on the proposed Agreement with Kitsap Community Resources.

Issue: Agreement Review

Background: During the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”).

SHB 1406 allows counties and cities the authority to “impose” a sales tax to fund various housing and services for persons whose income is at or below 60% of the median income of the county or city. The tax is a “transfer” of a portion of the State’s existing sales tax to the county or city. It is not an a new or additional tax and will not impact the consumer.

Per the SHB 1406, the City may only use the funds it receives through this program for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; for the operations and maintenance costs of affordable or supportive housing; and/or for providing rental assistance to tenants.

The City Council has taken the steps required by SHB 1406 by first adopting Resolution No. 023-19 on August 13, 2019, declaring the City’s intent to adopt legislation to levy the maximum capacity of the tax. The City Council then adopted Ordinance No. 050-19, adopting legislation to levy the maximum capacity of the tax.

At the Oct. 8th City Council meeting the Mayor presented a proposal for the City to utilize the new revenue to support affordable housing in the City of Port Orchard. He proposed for the City to enter into an interlocal agreement with another local government or public housing authority to maximize the use of the (likely) limited funding. This was the Council’s preferred suggestion as it allowed the City to partner with another entity who already provides services to address affordable housing goals. Additionally, it would not be cost effective for the City to create a new City-run program with the limited funding available.

The Mayor brought forth two entities, Kitsap Community Resources-Housing Solutions Center and Housing Kitsap as entities to consider. These entities provide an affordable housing program in the City of Port Orchard and would meet the requirements of the legislation. After much discussion the City Council requested more clarity on the organizations, the programs they offer and the cost to administer.

At the Oct. 22nd City Council meeting the Mayor invited representatives from the Kitsap Community Resources-Housing Solutions Center and Housing Kitsap to present their programs to the City Council and to answer questions. Both presented their different programs and, after discussion, the City Council agreed to enter into an Agreement with and grant funding to Kitsap Community Resources-Housing Solutions Center.

The Finance Department has since worked with the Kitsap Community Resources on a contract to bring back to the Mayor and Council for approval.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: COVID-19 related; and necessary and routine, for the following reasons: by this action, the Council would be authorizing the Mayor to execute a contract that was previously authorized by the Council, in concept. The contract was awarded to Kitsap Community Resources-Housing Solutions Center, and this action merely memorializes that previous action. In addition, this action is necessary because spending the City's resources to address issues of affordable housing and ensuring residents have a safe and sanitary place to stay are vital during a public health emergency.

Alternatives: Provide alternative guidance on the ILA

Recommendation: Staff recommends affirming the Mayor to sign the interlocal agreement between the City of Port Orchard and the Kitsap Community Resources-Housing Solutions Center.

Relationship to Comprehensive Plan: N/A

Attachments: Agreement between the City of Port Orchard and Kitsap Community Resources

Follow-up Notes & Outcomes:

AFFORDABLE HOUSING SERVICES AGREEMENT

This Affordable Housing Services Agreement (“Agreement”) is entered into by and between Kitsap Community Resources, a Washington non-profit social services agency (hereinafter “KCR”), and the City of Port Orchard, a Washington State municipal corporation (hereinafter the “City” and collectively the “Parties”).

I. RECITALS

- A. KCR is a non-profit social services agency organized and existing under the laws of the State of Washington; and
- B. The City of Port Orchard is a Washington municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 35A; and
- C. In the 2019 legislative session, the Washington state legislature passed SHB 1406 (codified at RCW 82.14.540), which created a sales tax revenue sharing program that allows the City to access a portion of state sales tax revenue (hereinafter, the “Funds”) to make local investments in affordable housing over a 20-year term; and
- D. The City has taken the necessary steps to take advantage of this funding source to assist the citizens of Port Orchard by investing in housing assistance programs serving those below the 60% median income level; and
- E. After reviewing applications from entities capable of providing affordable housing assistance to the residents of Port Orchard, KCR was selected to utilize the Funds to effectively provide housing assistance for low-income residents of the City through its existing Housing Solutions Center, and KCR has demonstrated capability to operate such a program effectively; and
- F. The City desires to engage the services of KCR to perform the public services described herein and undertake the proposed program;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises, terms and conditions set forth below, it is hereby agreed as follows:

II. AGREEMENT

1. Affordable Housing Services. The City desires to engage KCR—through its existing Housing Solutions Center—to administer an affordable housing program for the City,

utilizing the Funds allocated to the City pursuant to SHB 1406 to assist citizens of Port Orchard with rental assistance (the "Program").

- A. KCR's Duties. KCR shall administer the Program, and in administering the Program, KCR shall comply with all applicable state and local laws, and shall exclusively utilize the Funds to provide rental assistance (or rental and utilities assistance if utilities are included in the rent payment), to those Port Orchard residents with an 0-60% of the Area Median Income (AMI). Such rental assistance may only be provided for housing located within the City of Port Orchard, and the maximum per-household cap for assistance under the Program is Two Thousand Dollars (\$2,000.00). KCR shall confirm with the City the amount of funds available prior to awarding funds to an applicant. Additional parameters for the Program are attached hereto as Exhibit A and incorporated herein by this reference.

 - B. City's Duties. On a monthly basis, the City may provide to KCR the Funds the City receives. The City shall have no additional payment obligations to KCR, and if the City receives no Funds in a particular month, KCR shall receive no Funds. Payment by the City of the Funds under this Agreement shall occur as follows:
 - i. Upon identifying a qualified applicant for rental assistance, KCR shall contact the City to request a statement identifying the available Funds. Contact may occur via e-mail or phone to the City's Finance Director (or designee), and the statement may be provided via e-mail or letter.
 - ii. Upon receipt of the City's statement of available Funds, KCR shall issue an invoice to the City, which may be transmitted via e-mail or mail. The invoice shall not exceed the amount of available Funds.
 - iii. Upon receipt of an invoice, the City shall issue payment for the invoiced amount, provided the invoiced amount shall not exceed the amount of available Funds. The City shall have no obligation whatsoever to pay to KCR an amount exceeding the available Funds.
 - iv. Of the Funds provided to KCR, KCR will be entitled to retain Eight and Eight Tenths Percent (8.8%) of the Funds provided by the City to pay for the administrative services associated with the Program.
2. Duration. This Agreement will commence upon mutual execution of this Agreement, and will expire on December 31, 2020 unless terminated prior to the expiration date by one of the Parties pursuant to this Agreement; provided, the parties may extend the Agreement for one additional year term by execution of an addendum to this Agreement.

3. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days' advance written notice to the other party. In the event of termination, KCR will perform such additional work as is necessary for the orderly closing out of the Program, and will be entitled to use any remaining Funds transmitted by the City for the month in which the termination is effective to provide affordable housing assistance and reimbursement of the actual costs associated with closing out the Program. Upon expiration of the Agreement, all unused Funds shall be returned to the City.

4. Insurance.

- A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. 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.

D. 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. 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.

E. 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 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 endorse to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
3. 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. If the General Liability 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.
4. If the Professional Liability Coverage is written on a occurrence form. If the Professional Liability coverage is only available on a "claims made" basis, then 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. If the Consultant is not able to purchase the three (3) year extended reporting period endorsement then as an option the Consultant shall agree that if the Consultant's firm is dissolved or merged, then the Consultant shall purchase before the dissolution or merger of the Consultant's company, the three (3) year extended reporting period coverage for the Professional Liability coverage.

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

5. Indemnification

- A. Indemnification – City. The City does hereby agree to save harmless and defend KCR from all claims and liability due to the negligent acts, errors, or omissions of the City, its agents and/or employees, except for claims caused by the sole negligence of KCR. Such indemnity will include, but not be limited to all out-of-pocket expenses incurred by KCR, including attorney's fees, in the event the City fails or refuses to accept the tender of any claims brought against KCR, the basis for which are negligent acts, errors or omissions of the City, its agents and/or employees.
- B. Indemnification – KCR. KCR does hereby agree to save harmless and defend the City from all claims and liability due to the negligent acts, errors or omissions of KCR, its agents and/or employees, except for claims caused by the sole negligence of the City. Such indemnity will include, but not be limited to, all out-of-pocket expenses incurred by the City, including attorney's fees, in the event KCR fails or refuses to accept the tender of any claims brought against the City, the basis for which are negligent acts, errors or omissions of KCR, its agents and/or employees.
- C. 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 KCR and the City, its officers, officials, employees, and volunteers, KCR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the KCR's negligence.

D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6. Entire Agreement / Amendments. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the Parties hereto, and supersedes all prior negotiations, representations, or agreements, either written or oral. It is mutually agreed and understood that no amendment of any of the terms of this Agreement will be valid unless made by written instrument properly signed by both Parties.
7. Notices. Except as otherwise identified in this Agreement, any notices required to be given by the City to KCR, or by KCR to the City, will be in writing and delivered to the Parties at the following addresses:

KCR
John Koch, Director
Housing & Community Support Services
1201 Park Avenue
Bremerton, WA 98337

City of Port Orchard
Robert Putaansuu, Mayor
216 Prospect Street
Port Orchard, WA 98366

8. Compliance with Laws. KCR and the City will comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination, including but not limited to the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.
9. Maintenance and Audit of Records. KCR will maintain books, records, documents and other materials relevant to its performance under this Agreement, which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records will be subject to inspection, review and audit by the City, the Washington State Auditor's Office, and authorized federal agencies. Both Parties will retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Secretary of State. In the event the City receives a public records request for records pertaining to this Agreement and/or the Program, KCR agrees to assist the City to meet the City's obligations under the Public Records Act, Ch. 42.56 RCW, at KCR's sole cost.
10. Reporting. KCR will submit to the City on a quarterly basis a detailed accounting of the costs of Program operations. KCR will assist the City by providing any information needed

for the City to compile and submit the reports required to by the State of Washington under RCW 82.14.540(11).

11. Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement will apply only to the specific act, occurrence or omission and will not constitute a waiver as to any other term or condition or future act, occurrence or omission.
12. Default / Dispute Resolution. If either KCR or the City fails to perform any act or obligation required to be performed by it hereunder, the other party will deliver written notice of such failure to the non-performing party. The non-performing party will have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it will be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party will not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

In the event a default continues and/or any dispute arises (for anything other than non-payment) between the Parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party will have the right to exercise any or all rights and remedies available to it in law or equity. 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.

13. Venue and Choice of Law. Any action at law, suit in equity, or other judicial proceedings for the enforcement of this Agreement or any provision thereof will be instituted only in the courts of the State of Washington, Kitsap County. It is mutually understood and agreed that this Agreement shall be governed exclusively by the laws of the State of Washington, both as to interpretation and performance.
14. Assignment and Subcontracting. KCR may not assign, transfer, delegate, 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 at the sole discretion of the City.
15. Severability. If any term or provision of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other term or provision of this Agreement, and this Agreement will be construed in all respects as if such invalid or otherwise unenforceable term or provision was omitted.

16. Independent Contractor. KCR is and will be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement will create an employee/employer relationship between the Parties.

17. Independent Parties. The Parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

18. Counterparts. This Agreement may be executed by the Parties using duplicate counterparts.

FOR KITSAP COMMUNITY RESOURCES

Adopted this 7th day of April, 2020



Jeff Alevy, Executive Director

FOR THE CITY OF PORT ORCHARD

Adopted this ____ day of _____, 20__

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

EXHIBIT A

Statement of Work

The contract award will provide funds for the administration of the City of Port Orchard's Affordable Housing Program utilizing the Funds allocated to the City pursuant to SHB 1406 to assist citizens of Port Orchard with rental assistance based on the following criteria:

- Must be a resident of the City of Port Orchard, WA
- Housing must be within the city limits of Port Orchard, WA
- Must be a Senior over the age of 62 or a Military Veteran
- Income Verification (Household must be under 60% AMI)
- Must have pay or vacate notice or homeless verification
- Must provide lease or sample lease if moving in
- Use the HUD definition of homelessness (Living on street, shelter, car, place not meant for habitation, or fleeing DV)

Funds awarded can be used for the following:

- Rent or rent/utilities if utilities are included with rent
- Limited to no more than \$2,000.00 per household

Kitsap Community Resources will maintain data in the HMIS system on this program and provide quarterly reports to the City on the use of the funds and number of households served.

Full Name: _____ Today's Date: _____

Current Address (or Last Permanent Address if homeless)

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone #1: _____ Phone #2: _____ Email: _____
(HOME/CELL/MESSAGE) (HOME/CELL/MESSAGE)

List ALL household members below, starting with yourself as Head of Household.

Full Name (First, Middle, Last)	Age	Date of Birth	Social Security #	Gender	Race (W = White, B = Black, A = Asian, N = Native American, P = Pacific Islander)	Hispanic Y/N	Prior Military Y/N	Relationship To You
								SELF

Where did you stay last night? (Check ONE only)

Non-housing (car, street, tent, etc.)
 Emergency Shelter
 Staying with Family
 Staying with Friends
 Rental (apartment, house, etc.)
 Home you Own
 Hotel or Motel
 Hospital
 Psychiatric Facility
 Substance Abuse Facility
 Jail or Prison
 Transitional Housing
 Other (please specify): _____

How long have you stayed there? _____ Monthly Rent Amount: \$ _____

If less than 90 days, where did you stay the night before? _____

Were you referred to HSC by a school district; school counselor; and/or learning specialist? Yes No

Did you receive a pay or vacate notice? Yes No If YES, how much do you owe? \$ _____

Are you living on the streets, in an emergency shelter, or safe haven? Yes No Don't Know

If YES, what is the approximate date you started living on the streets, in shelter, or safe haven? ____/____/____

How many times have you lived on the streets, in shelter or safe haven in the past three (3) years? _____

How many total months have you lived on the streets, in shelter or safe haven in the past three (3) years? _____

Does your household have any of the following disabilities or barriers to housing? (Please answer **ALL**)

Physical Disability Yes No Don't Know

If yes, which household member(s)? _____ Long-term physical disability? Yes No

Developmental Disability Yes No Don't Know

If yes, which household member(s)? _____ Does it limit your independence? Yes No

Chronic Health Condition Yes No Don't Know

If yes, which household member(s)? _____ Long-term Chronic Health Condition? Yes No

Mental Health Issue Yes No Don't Know

If yes, which household member(s)? _____ Long-term mental health issue? Yes No

Substance Use Issue Yes No Don't Know

Please check one Drug Alcohol Both

If yes, which household member(s)? _____ Long-term Substance Use Issue? Yes No

Have you been a victim of domestic or intimate partner violence? Yes No If **YES**, how long ago? _____

Are you **currently fleeing** domestic violence? Yes No Don't Know

List **ALL** household income below. Please list each **person** with income, each **source of income**, and the **monthly \$ amount**.

Examples: Employment, SSI, SSDI, Retirement, TANF, Unemployment, Child Support, etc.

Name	Source of Income	Monthly Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Household Total:		\$

What Non-Cash Benefits are your household currently receiving? (Check ALL that apply)

NONE
 SNAP (FOOD STAMPS)
 WIC
 TANF Childcare
 TANF Transportation
 Other TANF Funded Services
 Section 8
 Temporary Rental Assistance
 Other (please specify): _____

Check each Health Insurance type your household is receiving, and write the name(s) of who receives it. Please account for ALL household members, even those without health insurance. If "Other", write the type of insurance in the parentheses.

NOT COVERED: _____
 Employer Provided: _____
 MEDICAID/Apple: _____
 COBRA: _____
 MEDICARE: _____
 Private Insurance: _____
 SCHIP: _____
 State Health Insurance for Adults: _____
 VA Medical: _____
 Other (_____): _____

If your last permanent residence was OUTSIDE Kitsap County, what is the main reason you came to Kitsap? (Check ONE only)

Returning to the Area
 To Help Family/Friends
 To Get Help From Family/Friends
 Better Cost of Living
 Employment Opportunities
 Education Opportunities
 Military Connection
 Offer of Public Housing
 Seeking Medical/Recovery Treatment
 To Access Social Services
 Found Kitsap on Internet
 Fleeing Domestic Violence
 Assigned by D.O.C.
 Other (specify): _____

Were you contacted by an Outreach Specialist outside of this office? Yes / No

If Yes, Where? Ferry Terminal Library Jail Drug Court KRC Olympic College Community Event Other

Do you have any pets? Yes No If so, how many? _____ And what kind(s)? _____

Is anyone in your household pregnant? Yes No If YES, when is the due date? _____

Is anyone in your household a veteran, or the child or spouse of a veteran? Yes No

Have you or any member of your household ever been convicted of a criminal offense? Yes No Don't Know

If you checked "Yes", please explain:

Kitsap Client Release of Information and Informed Consent Form

Washington State Homeless Management Information System (HMIS)

Kitsap HMIS Collaborative Agencies

This agency participates in the Washington State Homeless Management Information System (HMIS) by collecting information, over time, about the characteristics and service needs of people facing homelessness. **RCW 43.185C.180 and RCW 43.185C.030**

- To provide the most effective services in moving people from homelessness to permanent housing, we need an accurate count of all people experiencing homelessness in Washington State. In order to insure that clients are not counted twice, we need to collect four pieces of personal information. Specifically, we need: **name, birth date, race/ethnicity**. You may also choose to provide your social security number. However, signing this form does not require you to do so. Your information will be stored in our database for 7 years after the last date of service. If you have questions about collection of data or your rights regarding your personally identifying information, contact the HMIS System Administrator at: (360) 725-3028
- We use strict security policies designed to protect your privacy. Our computer system is highly secure and uses up-to-date protection features such as data encryption, passwords, and two-factor authentication required for each system user. There is a small risk of a security breach, and someone might obtain and use your information inappropriately. If you ever suspect the data in HMIS has been misused, immediately contact the HMIS System Administrator at: (360) 725-3028
- The data you provide may be combined with data from the Washington State Department of Social and Health Services (DSHS) and Education Research and Data Center for the purpose of further analysis. Your name and other identifying information will not be included in any reports or publications. Only a limited number of staff members, who have signed confidentiality agreements, will be able to see this information. Your information will not be used to determine eligibility for DSHS programs. Washington State HMIS system administrators have full access to all information in HMIS. This includes the Department of Commerce staff, designated HMIS system administrators, and the software vendor.
- By signing this form, you acknowledge and allow Department of Commerce staff to obtain additional records of information from other state agencies with which there is a data sharing agreement (DSA) on file between Commerce and the other agency. Our DSA guides data transfer and storage security protocols. If DSAs are in place, Commerce is authorized by you to obtain, add to HMIS, and use for evaluation purposes any other data you have provided to other Washington state agencies.
- Your decision to participate in the HMIS will not affect the quality or quantity of services you are eligible to receive from this agency, and will not be used to deny outreach, assistance, shelter or housing. However, if you do choose to participate, services in the region may improve if we have accurate information about homeless individuals and the services they need. Furthermore, some funders MAY require that you consent to provide your personally identifying information in HMIS in order for you to receive services from that funding source.

I understand the above statements and consent to the inclusion of personally identifying information in HMIS about me and any dependents listed below, and authorize information collected to be shared with partner agencies, both state agencies and organizations that participate in the Kitsap HMIS Collaborative. I understand that my personally identifying information will not be made public and will only be used with strict confidentiality. I also understand that I may withdraw my consent at any time by filling a 'Client Revocation of Consent' form with this agency. I understand that I may obtain a copy of my signed consent form from this Agency (including forms signed electronically).

IMPORTANT: Do not enter personally identifying information into HMIS for clients who are: 1) in DV agencies or; 2) currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation; 3) are being served in a program that requires disclosure of HIV/AIDS status (i.e.; HOPWA); or 4) under 13 with no parent or guardian available to consent to enter the minor's information in HMIS. If this applies to you, **STOP – and do not sign this form.**

Dependent(s) First & Last Name(s): _____

Client Name: _____ Date of Birth: _____

Signature: _____ Date: _____

HMIS #

Staff Name: _____ Signature: _____ Agency: _____

<input type="checkbox"/> NC

Revised 6/2018



CONSENT TO SHARE INFORMATION WITH PARTNERSHIP AGENCIES

PLEASE READ THE FOLLOWING CAREFULLY

The HOUSING SOLUTIONS CENTER (HSC), administered by KITSAP COMMUNITY RESOURCES (KCR), is requesting your permission to share your confidential information and records in order to provide you with outreach services that are provided by other programs and agency.

You are not required to give your consent to share this confidential and personal information.

If you do agree to share your confidential information and personal records, this information will be shared with partnering agencies in the community and only on a need-to-know basis.

The sole purpose of revealing this information will be to enable the HSC staff, under the administration of Kitsap Community Resources, to provide you with appropriate external and internal services.

If you do not consent to share your confidential information and records, those records will only be shared to the extent allowed by state and federal law.

Your eligibility to participate in HSC programs does not depend on your agreement to share your confidential information and personal records with outside agencies.

If you choose not to share your confidential information and personal records, including your Social Security Number, you may not be eligible for further services that require inter-agency cooperation.

The information disclosed to the HSC partnering agencies will not be further re-disclosed by those agencies without your specific authorization and further consent.

I agree that a photocopy of this authorization may be used for the purpose stated above.

Signature

Date



Head of Household ONLY:

First Name: _____ Last Name: _____ Date _____

Any family member over the age of 60?	
Any family member under the age of 5?	
Any family member pregnant?	

In the last year have you:

	YES	NO
Been released from an inpatient chemical dependency program? What Facility? When?		
Been released from an inpatient mental health facility? What Facility? When?		
Used crisis service, including crisis centers or suicide prevention hotlines?		

Are you currently?

	YES	NO
Are you currently enrolled in an outpatient chemical dependency program? What facility?		
Are you currently receiving treatment for a serious mental illness?		
Drinking or using drugs after completing a treatment program?		
Experiencing violence or fear for your safety in your household?		
Effected by a developmental or learning disability?		
Receiving treatment for a chronic medical condition? If yes, what is the condition? _____		
Having experienced any emotional, physical, psychological, sexual or other type of abuse or trauma which you have not sought help for, and/or which has caused homelessness?		
Have a permanent physical disability that limits mobility?		

Have you:

	YES	NO
Been convicted of a felony in the past 3 years?		
Ever been homeless for a year or more or been homeless for 3 or more times?		

If you do not receive assistance today and are homeless, where will you sleep tonight?

Select one, if you know:

Emergency shelter	
In a vehicle	
Site without water or electricity	
With someone who is abusing me or another member of my family	

Monthly Household Income _____



City of Port Orchard Work Study Session Executive Summary

Issue Title: Utility Late Fees and Penalties

Meeting Date: April 21, 2020

Time Required: 20 minutes

Attendees: None

Action Requested at This Meeting: Provide any questions and direction on the policy topic

Issue: From time to time, City utility customers have requested some flexibility regarding late fees and penalties. On occasion, customers have presented some circumstances which might warrant consideration for flexibility, but do not meet the current criteria for consideration of a waiver set out in the Port Orchard Municipal Code and related policies.. Additionally, the City has identified a potential need to provide additional flexibility during and related to declared emergencies.

Background: On March 17, 2020, the Council voted to suspend utility shut-off and related fees for delinquent accounts during the current declared public health emergency. That action, however, did not waive all late fees and penalties for delinquent utility customers. Although shut-off cannot occur during the declared emergency, some penalties continue to accrue. The Council acted on January 22, 2019 to provide the Finance Director authority to waive late fees and penalties for delinquent utility customers, under certain conditions. However, declared emergencies do not fit into the criteria for such a waiver. As a result, the Finance Director does not have the discretion to waive late fees and penalties for customers experiencing the effects of COVID-19. The Finance department anticipate the effects and impact to the utility customers from COVID-19 may last longer than the officially declared emergency period. This is due to timing of billing, and long-lasting impacts on the economy, business, and jobs. Additionally, over the last year the finance department has encountered circumstances which merit consideration for a waiver but does not qualify under the currently established criteria. The Finance Department has been asked to propose policy modifications to provide additional limited circumstances in which a customer could qualify for a waiver of late fees and penalties.

Governor Inslee's Proclamation 20-28: This item is COVID-19 related, and necessary and routine, for the following reasons: by this action, the Council would be adopting legislation to allow the City's Finance Director discretion to waive penalties and fees for delinquent utility customers who are suffering due to the fiscal impacts of the COVID-19 declared public health emergency. In addition, this legislation is routine as it piggybacks recent legislation adopted by the Council (prior to the declared emergency) and has been discussed with

Council previously. This legislation is necessary to provide a much needed relief to utility customers due to the fiscal impacts of the current public health crisis.

Alternatives: Do nothing.

Recommendation: The Finance Department recommends consideration of the new policy and related amendments to the Port Orchard Municipal Code to delegate authority to the Finance director under the policy criteria to waive late fees and penalties that qualify.

Relationship to Comprehensive Plan: N/A

Attachments: Will be provided prior to meeting.

Follow-up Notes & Outcomes:



City of Port Orchard Work Study Session Executive Summary

Issue Title: Downtown/County Campus Subarea Plan and Planned Action EIS
Meeting Date: April 21, 2020
Time Required: 20 Minutes
Attendees: Nick Bond, Community Development Director

Action Requested At This Meeting: Discuss Project and Provide Direction.

Issue: In fall 2019, the City received a \$50,000 grant from the Department of Commerce, which is intended to develop plans and actions that will increase residential building capacity, in accordance with E2SHB 1923. The City allocated the grant funds, in addition to funding from other sources, for development of a subarea plan and planned action EIS for the Downtown and County Government Campus centers, and selected GGLO LLC as the consultant on the project.

A professional services agreement with GGLO LLC was approved by the City on January 15, 2020, for a total of \$206,845. The project completion deadline, as required by the Commerce grant, is April 1, 2021. Required deliverables will include a draft subarea plan and planned action EIS during 2020, and ordinances adopting the final subarea plan and planned action EIS by April 1, 2021. As of April 14, 2020, GGLO LLC has billed the City for \$3,792.50. Deliverables have not yet been provided.

In addition to the residential housing component, the subarea plan and planned action EIS are also intended to serve as the framework for the eventual establishment of a combined Downtown/County Campus Regional Center. The Downtown and County Campus are currently designated in the City's Comprehensive Plan as individual Countywide Centers. As indicated in section 2.7.5.1 of the Land Use Element, the Comprehensive Plan proposes that these adjacent centers be combined (with revisions as needed) to meet the requirements for a Candidate Regional Center according to the Puget Sound Regional Council (PSRC) VISION 2050 planning document. In April 2020, the City submitted an application for Candidate Regional Center certification to the Kitsap Regional Coordinating Council (KRCC) for the combined Downtown/County Campus Candidate Regional Center, to be subsequently ratified by the PSRC. The PSRC will consider certifying Candidate Regional Centers as new Regional Centers in 2024. This timeline will allow local jurisdictions to complete their centers planning in advance of, or in conjunction with, the land capacity analysis and other land use planning for the required 2024 local Comprehensive Plan updates.

The Covid-19 pandemic, and the resulting statewide shutdown and financial impacts, may affect the City's financial outlook for the remainder of 2020 and beyond. Approximately \$156,845 from the City's General Fund has been allocated for the subarea plan/planned action EIS in 2020-2021, to supplement the \$50,000 Commerce grant.

The Finance Department and the Mayor have been working with department heads to identify planned spending that could be delayed or cut in the event that revenues decline below budget estimates. Because the City is currently in the early stages of this project and due to the high dollar amount of the project, DCD was asked about the potential to delay this project. The strict deadline associated with the grant funding for this project does not create much of an opportunity for delay. The department of commerce has indicated that our current deadline of April 1 could be delayed until June 30 and that our scope of work could be modified. However, this project already had a very tight timeline and there is little room to slow it down to watch revenue projections. At this time, the City must either confirm its commitment to the project and timeline, or, consider terminating the grant agreement and absorbing the funds spent on the project to date. The city has not requested reimbursement from the grant funds at this time.

A decision to cancel this project would likely derail the city's efforts to seek Regional Center status through PSRC during their 2024 application window and would likely delay our ability to apply until 2029. This would limit opportunities to apply for funding as a Regional Center in the future transportation funding window at PSRC.

The City and Consultant are ready to launch an online public outreach process before the end of April, but wanted to check in with the City Council prior to proceeding, in light of the current challenges that the City faces.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons: This discussion is needed due to financial concerns related to COVID-19, combined with the strict deadline established by the legislature related to a previous grant award.

Alternatives: 1) Continue with the current project scope and cost, Commerce grant contract and GGLO personal services agreement, with a deadline of April 1, 2021 (could potentially be extended to June 30, 2021); (2) Return the grant to Commerce if the City decides it cannot allocate funding to complete the current contract and agreement by April 1, 2021, and discontinue the project; (3) Return the grant to Commerce if the City decides it cannot allocate funding to complete the current contract and agreement by April 1, 2021, but continue the project if the City determines that over a longer period of time equivalent funding could be allocated from other sources in order to complete the project (would require revised GGLO agreement).

Recommendation: The City Council should discuss its desire to move forward with this project in light of the current COVID-19 crisis.

Relationship to Comprehensive Plan: The subarea plan under discussion will, if completed and approved by the City Council, be incorporated into the Comprehensive Plan by amendment.

Attachments: Commerce grant contract; GGLO LLC personal services agreement



Department of Commerce

Interagency Agreement with

City of Port Orchard

through

Growth Management Services

For

E2SHB 1923 Grant

Selected actions to increase residential building capacity

Start date:

Date of Execution

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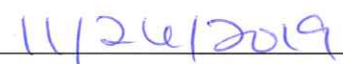
Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63314-045

**Washington State Department of Commerce
Local Government Division
Growth Management Services
HB 1923 Grant**

1. Contractor City of Port Orchard 216 Prospect Street Port Orchard, WA 98366		2. Contractor Doing Business As (optional) _____ _____	
3. Contractor Representative Keri Sallee Long Range Planner (360) 874-5533 ksallee@cityofportorchard.us		4. COMMERCE Representative Gary Idleburg Senior Planner (360) 725-3045 gary.idleburg@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525 	
5. Contract Amount \$50,000	6. Funding Source State of Washington	7. Start Date Date of Execution	8. End Date June 30, 2021
11. SWV # SWV0025665-00	12. UBI # 182-000-005		
14. Contract Purpose HB 1923 grant funding to address housing affordability.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, <etc.>			
FOR CONTRACTOR <div style="text-align: center;">  _____ Robert Putaansuu, Mayor of Port Orchard </div> <div style="text-align: center;">  _____ Date </div>		FOR COMMERCE <div style="text-align: center;">  _____ Mark Barkley, Assistant Director, Local Government Division </div> <div style="text-align: center;">  _____ Date </div> <p align="center">APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 6/11/2019. APPROVAL ON FILE.</p>	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,000 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

Actions selected from the menu of twelve actions must be adopted by April 1, 2021 to receive full funding. Budget managers should be aware that the final thirty percent (30%) of the grant amount for each action is contingent upon adoption of the selected Action.

The final due date for Deliverables must be no later than June 15, 2021.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided, related deliverables and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-045. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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 Contractor.

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

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

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Duplication of Billed Costs

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

Disallowed Costs

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

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Agreement performed by subcontractors and the portion of 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.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. 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 Contractor under the orders and 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 subcontracts;
- D. 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 the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. 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 contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
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STATE FUNDS**

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Selected actions to increase residential building capacity:
RCW 36.70A.600(1)

(f) Adopt a subarea plan pursuant to RCW 43.21C.420;

(g) Adopt a planned action pursuant to RCW 43.21C.440(1)(b)(ii), except that an environmental impact statement pursuant to RCW 43.21C.030 is not required for such an action;

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Create Downtown Port Orchard Subarea Plan		
Step 1.1	Assess Existing Conditions	December 15, 2019	January 31, 2020
Step 1.2	Define Project Intent and Aspirations	December 15, 2019	January 31, 2020
Step 1.3	Perform Community Outreach (Early and Continuous)	December 15, 2019	April 1, 2021
Step 1.4	Develop and Refine Vision	February 1, 2020	March 31, 2020
Step 1.5	Develop Alternatives for EIS (3 Alternatives)	April 1, 2020	July 15, 2020
Deliverable 1	Draft downtown subarea plan		June 15, 2020
Step 1.6	Refine Preferred Alternative	December 31, 2020	January 31, 2021
Step 1.7	Prepare Implementation Strategy	December 31, 2020	January 31, 2021
Deliverable 3	Adopted Downtown Sub Area Plan Ordinance	March 23, 2021	April 1, 2021
Action 2	Prepare Planned Action EIS for Downtown Subarea Plan		
Step 2.1	Prepare Technical Reports	June 15, 2020	August 31, 2020

Attachment A

Step 2.2	Prepare SEPA Checklist	August 31, 2020	September 15, 2020
Step 2.3	EIS Scoping Notice	September 15, 2020	September 30, 2020
Step 2.4	Assess Environmental Impacts of Alternatives	September 15, 2020	November 30, 2020
Step 2.5	Prepare Draft EIS and Solicit Comments	December 1, 2020	December 30, 2020
Deliverable 2	Draft EIS		December 15, 2020
Step 2.6	Prepare Final EIS in Conjunction with Preferred Alternative	January 1, 2021	February 28, 2021
Step 2.7	Prepare Planned Action Ordinance	March 1, 2021	March 15, 2021
Step 2.8	Public Hearing	March 23, 2021	March 23, 2021
Deliverable 4	Ordinance Adopting Planned Action EIS	March 23, 2021	April 1, 2021

Budget

Action / Deliverables	Commerce Funds	Other Funds [If applicable]
<i>Action 1. Draft downtown subarea plan</i>	<i>\$15,000</i>	<i>\$10,000</i>
<i>Action 2. Draft EIS</i>	<i>\$10,000</i>	<i>\$10,000</i>
<i>Action 3. Adopted Downtown Sub Area Plan Ordinance</i>	<i>\$15,000</i>	<i>\$10,000</i>
<i>Action 4. Ordinance Adopting Planned Action EIS</i>	<i>\$10,000</i>	<i>\$5,000</i>
Total:	\$50,000	\$35,000

NOTE: The final Deliverable(s) for this grant represents at least thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action (ordinance(s)).

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 15th day of January 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 GGLO, LLC, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

GGLO, LLC (hereinafter the "CONSULTANT")
1301 First Ave
Suite 301
Seattle, WA 98101

Contact: Jeff Foster Phone: (206) 465-5828 Fax: (206) 467-0627

for professional services in connection with the following Project:

Downtown Port Orchard Sub Area Plan and Planned Action EIS

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 " B," with the study area shown on exhibit "A," and in accordance with the schedule as shown on exhibit "D." 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 Exhibits "A and B" 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.

3. **Terms.** This Agreement shall commence on **January 15, 2020** (“Commencement Date”) and shall terminate April 1, 2021 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company’s services.**

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$206,845** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibits “C1 and C2.”

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. On the effective date of this Agreement (or shortly thereafter), 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

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.

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. Drawings, Specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service for use solely with respect to the Project. Nevertheless, upon full payment of all sums due or anticipated to be due the Consultant under this Agreement and upon performance of all the City's obligations under this Agreement, the latest original Drawings, Specifications, and the latest electronic data prepared by the Consultant and the Consultant's consultants for the Project shall become the property of the City. This conveyance shall not deprive the Consultant or the Consultant's consultants of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of their professional activities. The Consultant and the Consultant's consultants shall be deemed the authors of such electronic data, documents, and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Consultant, and the Consultant makes no warranties, express or implied, of MERCHANTABILITY or of fitness for a particular purpose.

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 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 indemnify and hold the City, its officers, officials, employees harmless from any and all claims, injuries, damages, losses or suits, caused by negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the 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, 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.
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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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.

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 in accordance with statutory requirements.
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 shall provide thirty (30) days written notice to the City prior to the cancellation or change of its insurance policies.
3. The City will not waive its right to subrogation against the Consultant. 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

GGLO, LLC
Jeff Foster
1301 First Ave
Seattle, WA 98101

Phone: 360.876.4407
Fax: 360.895.9029

Phone: (206) 465-5828
Fax: (206) 467-0627

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.

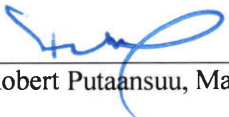
B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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 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



Robert Putaansuu, Mayor

CONSULTANT

By: 

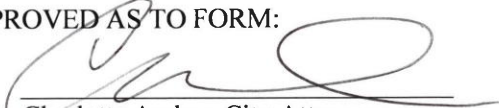
Name: Jeff Foster
Title: Principal

ATTEST/AUTHENTICATE:



Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

By: 

Charlotte Archer, City Attorney



Exhibit A - Study Area Map



City of Port Orchard Centers

-  County Campus
-  Downtown
-  Proposed Redevelopment Study Areas
-  Potential Programmatic EIS Study Boundary expansion, to be determined by PSRC Regional Growth Centers Criteria

Note :
 -County Campus Planned Action Study Area will be based on proposed County expansion plans, by others.

-West Downtown Gateway Planned Action Study Area includes existing concept design for the Kitsap Bank and South Kitsap Community Center Campus.

EXHIBIT B

Scope of Services

Port Orchard Subarea Plan and Planned Action EIS (POSP)

City of Port Orchard, WA

Date: January 09, 2020

Overview

GGLO (Consultant) will serve as the primary contract entity for the Port Orchard Downtown and County Government Campus Subarea Plan and Planned Action EIS (POSP) and provide contract oversight for the phases and tasks as outlined below. The POSP Scope of Services will address two focus areas:

- Downtown and County Government Campus Subarea Visioning and Planning
- Draft-Final Planned Action Subarea Plan / EIS Process and Planned Action Ordinance (PAO)

The key objectives of the POSP are to:

- Identify a long-range land use vision, opportunities to increase housing, and transportation plan for the Port Orchard Downtown and County Government Campus Subarea.
- Develop preferred Subarea Plan for the Downtown and County Campus Centers.
- Develop Planned Action redevelopment alternatives for the targeted areas within the larger subarea plan, including:
 - West Downtown Gateway and Waterfront.
 - East Downtown Gateways.
 - Kitsap County Government Campus Cline Ave. Corridor
- Prepare the required Environmental Impact Statement (EIS) and Planned Action Ordinance (PAO) in response to applicable state, and local environmental policy act requirements, and;
- Provide support for City approval of Subarea Plan and completion of the Final EIS and PAO.
- The GGLO team will work with the City of define the boundaries of the focus areas for SEPA EIS review. The EIS will evaluate the direct, indirect, cumulative and construction-related impacts associated with up to two alternatives and the No Action Alternative.
- Through the initial analysis phase and EIS Scoping process, the GGLO team will work with the City of Port Orchard to determine if additional scope amendments are required.

The following Scope of Services will inform the plan development, review and approval process and final POSP documentation. The Scope of Services includes four (4) primary phases with individual tasks and deliverables necessary to support the POSP and related environmental impact study requirements.

PHASE	TASK	HIGH LEVEL DESCRIPTION
100 Analysis / Kick-off	1	Project Kick-off / Logistics / Management
	2	PSRC Cord / Meeting
	3	Data Collection / Analysis <ul style="list-style-type: none"> ▪ Base Mapping ▪ Codes and Standards, Policy Assessment
	4	Market Economic Analysis (Heartland) <ul style="list-style-type: none"> ▪ Baseline ▪ Development Capacity Analysis
	5	Leadership Team Workshop (at GGLO / Zoom)
110 Visioning / Engagement	6	Stakeholder Outreach (up to 2 meetings)
	7	Public Engagement - Initial <ul style="list-style-type: none"> • Public Vision Survey

**City of Port Orchard, WA Downtown and County Government
Campus Subarea Plan and Planned Action EIS (POSP) – Scope of Services
Date: January 9, 2020**

		<ul style="list-style-type: none"> Public Kick-off Open House
	8	Analysis & Visioning Summary
120 Design & Alternatives Exploration	9	Draft Subarea Plan <ul style="list-style-type: none"> Preliminary Draft Plan Document Alternative Concept Development Alternatives Leadership Work Session (at GGLO / Zoom) Implementation Strategies
	10	EIS Initiation <ul style="list-style-type: none"> Scoping Preliminary SEPA work plan
	11	Public Engagement - EIS Scoping Meeting
	12	Infrastructure Reports and Assessments (Reid Middleton, BHC, TSI) <ul style="list-style-type: none"> Transportation Water and Sewer Storm Water
	13	Draft EIS
	14	Public Engagement - Draft EIS / Alternatives
130 Draft-Final Plan / EIS-PAO Approval Process	15	Final EIS / PAO <ul style="list-style-type: none"> Intra-Agency Review / Coordination of Final EIS PAO Memo
	16	Final Sub Area Plan
	17	Final Reporting / PAO Adoption

PHASE 100: KICK-OFF / ANALYSIS

Task 100.1: Project Kick-off / Logistics / Management – ZOOM Conference Call Meeting

GGLO (Consultant), along with their consultants and the City Project Manager, will jointly provide project management and coordination throughout this contract phase. Following a Notice-to-Proceed, the Consultant will organize a Project Kick-off meeting via zoom conference. At this Kick-off meeting, the Consultant will confirm the study process, key deliverables, milestones and timelines, and review the project Communication Plan that will include; staff and stakeholder contact information, project logistics and a project management schedule. Ongoing project management will include project management communications, City/Consultant staff work sessions and key milestone coordination meetings as part of the POSP process.

The Project Communication Plan will be developed to outline key project team members, decision-makers, and stakeholder organizations. The City will provide names and contact information for each group.

The Consultant (GGLO) will plan for up to (3) *trips* to the City of Port Orchard, WA throughout the study process. The trips will consist of various meetings, site visits, workshops and public events to be scheduled as part of the plan process. These would include (3) public meetings and up to (2) stakeholder meetings. The City Project Manager will coordinate with the Consultant on meeting agendas and locations, and meeting minutes as required. Travel to Port Orchard, WA will include labor time and reimbursable expenses (travel, per diem). All monthly invoices and deliverables will be provided in PDF electronic copy unless otherwise noted.

Deliverable:

- *Project Communication Plan*
- *Ongoing Project Management*
- *Conference Call check-ins*
- *Schedule Updates / Site Visit*

Task 100.2 PSRC Meeting

The Consultant will assist in coordination with and participate in up to one (1) meeting with the Puget Sound Regional Council. The purpose of the PSRC meeting and coordination includes:

- Seek feedback on possible regional center boundaries and alternatives.
- Obtain clear understanding of how the city should demonstrate that its proposed center meets centers criteria.
- Confirm PSRC existing activity unit analysis.

An agenda will be developed in advance by the Consultant team and City staff. The City will determine the participants and coordinate meeting logistics including scheduling and location.

Deliverable:

- *Summary Documentation of PSRC Input*

Task 100.3: Data Collection / Analysis

The City and other agencies will provide in digital format applicable existing conditions reports and previously completed studies, plans and policies that may affect the Subarea and Planned Action. The data collection effort will focus on the subarea planning level analysis to inform possible land use and transportation systems planning for the Subarea. This may include but is not limited to:

- Demographic / Economic Studies
- Land Use and Zoning Regulations
- Transportation, Complete Streets and Transit Data
- City/County Development Standards and Design Guidelines
- City Sustainability Strategies
- City Capital Improvement Plans
- Neighborhood Plans
- Infrastructure Assessment Studies
- Current City-Owned Assets within the Subarea

Based on the information provided by the City, the Consultant will review applicable information and develop a summary matrix identifying potential gaps in information. The Consultant will also summarize in a matrix format the direct impacts that current City policy, regulations and standards may have on the Subarea plan.

Subtask 100.3.1 Base Mapping

The Consultant will develop a digital base map for the Subarea area using existing City / County GIS and Google Map datum and Sketch-up data (if available). A study area base map will be developed using both 2D plan and potentially 3D Sketch-up digital tools for targeted study sites. A draft digital base map will be developed for review and comment. Based on input from the City, the Consultant will make final edits for use of the base map for the study area accordingly.

Task 100.3.2: Codes and Standards, Policy Assessment

The Consultant will review and assess applicable City codes and standards and provide a summary matrix highlighting key issues affecting the Subarea Planning area. The Consultant will consider at a minimum, applicable land use and zoning codes, design and development standards, comprehensive plan and neighborhood plan policy, and city regulatory requirements as part of the Subarea Plan analysis. This information will be used to evaluate alternative land uses and transportation system design and advance a preferred alternative. The summary matrix will be provided as part of the interim Infrastructure Report deliverable.

Deliverable:

- *Project Data Collection Summary Matrix*
- *Project Base Map (digital format)*
- *Codes and Standards Summary Matrix*

Task 100.4: Market Economic Analysis – Heartland

This task has two major components: (1) Baseline Assessment; (2) Capacity Analysis. Both tasks will be consolidated into one technical memo or presentation deck.

Subtask 100.4.1 Baseline Assessment

The Baseline Market Assessment, completed during the initial Analysis phase of the project, will help the team to better understand the likely future demand for development of various types, to inform design and other technical build out of the site. This will include an overview of:

- Existing baseline socio-economic data
- The existing housing inventory in the study area
- Job conditions in the immediate market area
- Real estate trends for residential and commercial development types in Port Orchard and the region.

Subtask 100.4.2 Updated Development Code Yield analysis based on 20-Year Build-out

The development capacity analysis will help the team to better understand future development opportunities within the subarea. The analysis will include:

- Assessment of vacant and redevelopable lands by zone (within the subarea boundary)
- Analysis of net buildable lands incorporating critical areas, required public infrastructure and other factors impacting net developable area
- Estimate of overall development capacity based on current zoning
- Estimated development yield within the subarea over the planning period (20 years) showing built square footage estimates at high and low development thresholds, based on variations on market absorption.

Deliverable:

- *Both Subtasks will be consolidated into one technical memo or presentation deck.*

Task 100.5: Leadership Team Workshop

The Consultant will plan and facilitate a Leadership workshop to be scheduled following the Notice-to-Proceed. The Leadership Workshop will be held at GGLO Seattle office and will be attended by City project members, invited decision-makers, and the project Consultant team. The intent of the Leadership Workshop is to review the study purpose and objectives and clarify the project scope of work and

expected project outcomes. The City staff will provide an overview of the Subarea Plan and redevelopment site goals and objectives.

As part of the Leadership workshop, the Consultant team will facilitate the discussion of the following agenda items:

- Public Outreach Plan
- Preliminary Vision and Goals
- Preliminary Programing
- Key topics potentially to be addressed in the subarea plan such as: opportunities to increase housing, economic and real estate market conditions, circulation network, land use and urban design, parking, market and affordable housing, open space system and placemaking, the 20-minute neighborhood concept, as example.

The Workshop will serve as an initial visioning discussion to define key design principles and priorities, and potential outcomes for the POSP. The project schedule will be provided to participants along with a communications decision diagram highlighting critical team members and tasks, decision points and who is ultimately responsible for developing key recommendations and final decisions throughout the course for the POSP.

Deliverable:

- *Facilitation of a Leadership Workshop*
- *Summary Documentation of Workshop Input*

PHASE 110: Visioning / Outreach

The Consultant will prepare and facilitate outreach events as described in the Communications Plan. Labor, including travel time, and expenses for all trips to Port Orchard, WA will be charged to the City. The City will be responsible for coordinating and paying for meeting room location and logistics, required AV equipment for indoor or outdoor events (to be determined), set-up and take down of equipment, refreshments and advertising of meetings through the City website, direct mailings, social media and public announcements. The Consultant will provide content to the City for regular monthly website updates. Monthly web updates and the posting of online surveys will be the responsibility of the City. The Consultant will provide a summary of the outreach activities that the Consultant is responsible for, for the City to use to advertise and promote the project.

The Consultant will provide assistance to the City for social media and digital marketing communication project needs, including draft content (text and images) for the City 's review. Specific communications tools such as developing mailers, email updates, social media posts (content) and press releases will be produced and distributed by the City. Input opportunities may include map-based components and graphics to help stakeholders understand concepts and context when providing input. This task assumes the City will pay for advertising costs for meeting notices and mailings for all events and online input opportunities. The City is responsible for public information press releases, website and social media updates and documenting input from these sources as required.

Task 110.6 Neighborhood Association / Stakeholder Outreach

The Public outreach plan developed in task 100 will include Stakeholder outreach and engagement with up to two (2) neighborhood association / stakeholder group meetings to provide project updates and gather input as required. These meetings shall be scheduled concurrently to reduce team travel. Agendas

will be developed in advance by the Consultant team and City staff. Meeting materials will be adapted from previous meetings as required. The Consultant will provide a brief summary of findings after each meeting. The City will determine the participants and coordinate meeting logistics including scheduling and location. In addition to these outreach meetings, the project team will work with City Staff to identify additional opportunities for stakeholder outreach and input. Potential stakeholders may include: Neighborhood Associations; Subarea business owners POBSA, County, Kitsap Transit, Chamber, School District, Navy, Port of Bremerton, Utility Providers, Homebuilders Association, Tribes, etc.

Deliverable:

- *Summary Documentation of Stakeholder Input*

Task 110.7: Public Engagement – Initial

The Consultant will coordinate with the City Project Manager to plan and execute the initial public engagement including the following elements:

- Community Open House Events / Public Meetings (Up to 1)
- Community Online Surveys (Up to 1)

These in-person and online activities will inform the public and stakeholders about the project and allow opportunities for the community to provide input into the visioning and initial analysis of the Subarea plan and review diverse perceptions of the site's conditions and character. Each activity will be tied to objectives outlined in the project communications plan and key questions will be identified for such that input requested is useful to the planning process and decision-making. The Consultant will provide the strategy and approach for community open house with input from the City. The City will coordinate event logistics including scheduling, securing and paying for facility rentals and equipment. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events.

Deliverable:

- *Community Open House / Initial Public Meeting*
- *Information handouts/fact sheets*
- *Short visual preference Survey*
- *Display boards and/or maps (up to 4 total)*
- *Event Summary Reports*

Task 110.8: Analysis & Visioning Summary

The Consultant will consult with City staff and project team members to review data collection efforts and facilitate discussions on the long-range plan vision, goals and objective and design precepts for the Subarea Plan. The information collected will help formulate a collective long-range vision and aspirations for the project. A visioning Summary will define a Vision Statement, project goals and objectives, key design strategies and metrics that will ensure the success of the plan implementation over time. The Consultant will provide an Analysis / Visioning Interim Report to the City for review. The report will be provided in digital PDF format. A staff review period will be established to ensure a timely review.

Deliverable:

- *Draft Analysis and Visioning Interim Report (Digital PDF format)*

Following the analysis and visioning summary, the Consultant team will work with the City to confirm the project vision and scope remain consistent with the agreed Consultant scope and fee. If needed the Consultant will work the City to make revisions scope or fee revisions.

PHASE 120: EXPLORATION

Task 120.9: Draft Subarea Plan

Prior to the commencement of this task, the final project boundaries, programing and degree of emphasis on feasibility, and implementation opportunities to increase housing must be definitively defined. It is anticipated that the Subarea Plan will be comprehensive to address all required plan elements and will contain a combination of a written narrative, info-graphics and other supporting visuals. The Subarea Plan will reflect the values and desires of the community as defined through the plan process. At minimum, the draft Subarea Plan will include: a vision statement, purpose, goals and objectives, design precepts, background data and proposed policy recommendations to clearly articulate the community's values and aspirations for the Subarea. The goal is to develop a concise, easily understood and visually appealing document that balances written content with graphics and support mapping as needed.

Subtask Task 120.9.1: Preliminary Draft Plan Document

The Consultant will meet with City staff to discuss the format and layout of the draft Subarea Plan document and outline the essential elements of the plan document. The document will be a concise, digitally-based PDF document. The intent is to design the document to be compatible as a web-based interactive document. Based on input received on the document format, the Consultant will provide a preliminary draft template and table of contents outline of the Subarea Plan for review and approval. The Subarea Plan document may address, but is not limited to:

- Introduction
- Existing Conditions
- Urban Design Framework / Long Term Vision
- Opportunities and Constraints Analysis
- Circulation, Access, and Parking
- Housing
- Planned Action Study Areas and Alternatives
- Implementation Strategies
- Appendices

Deliverable:

- *Preliminary Draft-template and Outline*
- *Preliminary Draft Subarea Plan in PDF format*

Subtask Task 120.9.2: Alternative Concept Development

As part of the subarea planning process, the Consultant will work in conjunction with the Leadership team to develop two (2) conceptual alternatives for consideration under the planned action EIS. These alternatives will be based on the following planned action site(s), (see map): West Downtown Gateway; East Downtown Gateway; Central Waterfront; County Government Campus / Cline Street Corridor. These development concepts will serve as the basis for the Planned Action Alternatives. Each alternative would be based on the same high-level conceptual site layout with a variation in proposed development intensities.

Deliverable:

- *Draft Development Site Plans and diagrams*

Subtask Task 120.9.3: Alternative Development Concepts Leadership Meeting

The Consultant will plan and facilitate a Leadership meeting to review draft development concepts and alternatives. The Meeting will be held at GGLO Seattle office and will be attended by City project members, invited decision-makers, and the project Consultant team. The intent of the meeting is to review broad subarea planning concepts and confirm the alternatives to be considered.

Deliverable:

- *Facilitation of Leadership Meeting*
- *Summary Documentation of Workshop Input*

Subtask 120.9.4: Implementation Strategies

The Consultant will provide an overview of Urban Design and Implementation Strategies for the POSP. The strategies are intended to guide the built urban form and non-built areas of the Subarea by establishing guidelines to organize, manage and integrate a variety of mixed uses within the development. These strategies may include a narrative, conceptual diagrams, or precedent imagery. The Implementation Strategies will broadly outline design parameters and permitted uses, establish the necessary building-to-street and building-to-building character and relationships, thoroughfare and landscape design concepts for the development.

The Implementation Strategies section may identify a wide range of possible short-term priorities and long-term needs, and an action plan that outlines an approach for the next steps. This may include recommendations addressing future code amendments and zoning changes, funding strategies, land acquisitions, partnership agreements, etc. This Scope of Services does not include any Land Use Development Code modifications, Comprehensive Plan land use designations or zoning amendments.

Deliverable:

- *Draft Urban Design Standards and Implementation Strategies Framework Plan in digital PDF format*

Task 120.10: Environmental Impact Statement (EIS) Initiation

Preparation of the EIS will consist of three phases, including Phase I – Project Initiation/EIS Scoping; Phase II – Draft EIS; and, Phase III – Final EIS/Assistance Drafting Planned Action Ordinance. The Consultant will provide services for the completion of the SEPA Environmental Impact Statement (EIS) and assistance with the completion of a Planned Action Ordinance (PAO). The intent of the EIS is to facilitate designation of the subarea as a planned action (pursuant to WAC 197-11-164 and VMC 20.790). A Draft and Final (EIS) will be completed to evaluate environmental impacts of the subarea plan as required in order to designate the area as a planned action. Following completion of the EIS, a planned action ordinance will be drafted summarizing potential mitigation impacts associated with the subarea, establishing thresholds for development and providing for streamlined environmental review of projects that are consistent with the subarea plan.

Subtask 120.10.1: Scoping, Initiation, and Preliminary SEPA Matters

During this task, the City and Consultant will complete the EIS scoping process including finalization of alternatives and determining the scope of the Draft EIS. The scoping process will be integrated into the public outreach process for the overall subarea plan and specific efforts and costs associated with the public meeting and scoping are addressed above. The Consultant will prepare a draft Determination of Significance (DS) and scoping notice and provide it to the City for review and comment. The Consultant will finalize the DS and provide it to the City. The City will publish and distribute the DS (required public notices and on-line) per the requirements of WAC 197-11 360 and will be listed as the recipient for public comments. During the 21-day comment period on the DS one of the open houses identified in the tasks above will be held. The consultant will provide a method to receive written comments on the DS to be collected by the City at the open house.

Once the Draft EIS scoping period is complete, the City will provide the Consultant with an electronic record of all comments received. The Consultant will review and summarize comments by issue area and develop a technical memorandum recommendation to the City on whether the scope for the Draft EIS as outlined in the DS and scoping notice should be modified. The City will provide the Consultant with a complete electronic record of all comments reviewed.

Following the project scoping process, the City and Consultant will meet to discuss strategies required to complete the next scope of work process. The scope elements identified below will be reviewed and revised if necessary, to reflect any changes in the scope of the Draft EIS identified by the SEPA responsible official.

Items included in the EIS Initiation phase include:

- Review applicable existing background information.
- Provide input to the City and the GGLO team regarding the overall public relations strategy and elements of the public relations strategy that relate to the SEPA process.
- With the City and the GGLO team, confirm reasonable alternatives for analysis in the EIS and the range of environmental issues to be analyzed in the EIS.
- Prepare a brief Preliminary SEPA Work Plan summarizing the assumptions regarding alternatives to be analyzed (two action alternatives and the No Action Alternative assumed), elements of the environment, EIS format, etc.
- Create an “Information Needs Memo”: This Memo will be the framework moving forward with the technical analyses and has been a proven and valuable tool to achieve an efficient start to the SEPA process. It ensures a consistent understanding of data needs and schedule.
- Confirm Schedule for SEPA review.
- Review the City of Port Orchard’s Determination of Significance/EIS Scoping Notice and attend public scoping meeting.
- Attend and actively participate in the EIS Scoping meeting.
- Review and comment on the City of Port Orchard’s summary of comments (written comments and testimony) received during the public Scoping period.
- Initiate Preparation the Draft EIS Chapter 2 – This is the description of the Proposed Action and Alternatives. A draft of this chapter will be submitted to the City and GGLO for review/concurrence. Upon completion of City/GGLO review, Chapter 2 will be distributed to the

Deliverable:

- *Draft and final Determination of Significance and Scoping Notice*

- *Memorandum Summary; Public Comments and Recommendations (Responses) as part of Final Scoping Determination to Draft EIS Scope*

Task 120.11: Community Engagement – EIS Scoping

The Consultant will provide presentation material and support as required for the EIS Scoping public meeting. The Consultant will prepare graphic, content and presentation materials, and be prepared to assist the City staff for up to one (1) Public Meetings. The City will coordinate event logistics including scheduling, securing and paying for facility rentals and equipment. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events. The consultant assumes that City staff will provide written responses to all public inquiries and/or other agencies.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Display boards and/or maps (up to 4 total)*
- *Event Summary Reports*

Task 120.12: Infrastructure Report and Analysis

The Consultant will provide a summary assessment of existing infrastructure systems affecting the Subarea planning area. The assessment will include an overview of the current street network and transportation system, non-motorized access, bicycle and pedestrian infrastructure, current transit services, traffic, utilities, water, storm drainage, and sanitary sewer plans for the Subarea. The assessment will rely on data collected as a part of Task 110: Data Collection / Base Mapping along with previous assessments completed by for the City.

The Consultant will review publicly available data sources or additional background studies and reports that are provided and prepare an existing conditions assessment inventory. For municipal utilities the assessment will include the review of publicly available data, prior studies, comprehensive facility plans, and background data provided by municipal agencies to identify and describe existing utilities and service capacity for water, sewer, storm drainage, and irrigation services. No additional fieldwork or field verification of existing utilities will be completed as part of this task.

Following a determination of EIS alternatives, utilities and transportation will be evaluated by developing anticipated increase in demand and determining whether existing infrastructure improvements may be required beyond those currently planned. Assumptions will be based on general planning standards and no modeling or engineering will be completed as part of the effort. As applicable, the consultant will identify level (threshold) of new residential/employment development that would trigger need for new or expanded utilities. Analysis included in this proposal assumes that the subarea pan will not increase development capacity beyond those currently anticipated in the existing City zoning and comp plan.

Subtask 120.12.1 Traffic Impact Study / Transportation Compliance Letter

The Consultant will conduct a traffic analysis associated with the Port Orchard Downtown and County Government Campus Subarea Plan and Planned Action EIS. Items included in this task include:

- Project administration and quality control. Prepare regular status reports and project invoices.
- Summarize existing conditions, including the following elements:

- Vehicular conditions, including circulation, functional classification, Levels of Service, and existing LOS deficiencies.
- Nonmotorized conditions, including pedestrian/bicycle facilities, public transit, and water transportation.
- Confirm subarea alternatives which will be provided by GGLO staff. Subarea alternatives may include land use (zoning) and transportation network changes. TSI will confirm understanding of alternatives with GGLO before proceeding to future conditions analysis. Subarea alternatives may be developed iteratively based on results of future LOS results and identified thresholds for new residential and commercial development.
- Analyze future (2040) conditions for up to 2 alternatives in addition to a baseline scenario. The future conditions analysis will include the following elements:
 - Alternative description, including development forecasts, network improvements, and areawide PM peak hour trip generation forecasts
 - Street network characteristics, including access and circulation, functional classification, street design characteristics,
 - Vehicular operations, including intersection and segment LOS results and anticipated LOS deficiencies based on Port Orchard and WSDOT LOS policy.
 - Nonmotorized access and circulation, including pedestrian/bicycle facilities, public transit, and water transportation
 - This task includes up to 4 hours of Transportation Solutions staff time to review future conditions results and possible network deficiencies with GGLO and City staff. Results may be used to revise subarea alternatives identified in Task 3.
- Summarize findings and recommendations in technical report. Report will describe methods and assumptions, existing conditions, future alternatives, and future conditions for each alternative. Recommended transportation improvement projects will be identified as necessary.
- Review findings and recommendations with GGLO and City staff, as necessary. This task includes up to 4 hours of Transportation Solutions staff time to participate in conference calls or in-person meetings, as necessary.

Deliverable:

- *Interim Draft Infrastructure Summary Report*
- *Draft and Final Traffic Analysis Results Memorandum/Recommendations (preferred alternative)*
- *Subarea Plan Transportation Network Recommendations Map and Narrative*

Subtask 120.12.2: Water / Sewer Improvement needs and thresholds

The Consultant will rely on existing City, State, and other local sources of information to develop an inventory of existing conditions. No field investigation, field survey, modeling, or any type of stormwater management design is proposed as part of the subarea plan/EIS effort. Scope within this task includes:

- Provide a general description of the previous water and sanitary sewer study and planning conducted by the City.
- Provide a general description of the current water and sanitary sewer system including:
 - Existing water supply, storage, and distribution
 - Current capacity and demand
 - Capacity and current flows to the Port Orchard/West Sound Utility District Wastewater Treatment Facility
 - Wastewater facilities and infrastructure

- Describe any previously identified system constraints.
- Describe any previously identified water or sanitary sewer system capacity improvements that would be necessary to mitigate existing constraints.
- Provide a general description of the water or sanitary sewer system demands anticipated under subarea plan development assumptions and relationship to previous planning.
- Indicate general system improvements needed to accommodate the future demands required beyond those previously identified, if any.

Deliverable:

- *Interim Draft Infrastructure Summary Memorandum describing existing water and sanitary sewer utility system within the subarea and previous planning efforts.*
- *Final water and sanitary sewer infrastructure Memorandum identifying currently planned or future potentially required improvements to support the subarea plan.*

Subtask 120.12.3: Stormwater Improvement needs and thresholds

The Consultant will rely on existing City, State, and other local sources of information to develop an inventory of existing conditions. No field investigation, field survey, modeling, or any type of stormwater management design is proposed as part of the subarea plan/EIS effort. Scope within this task includes:

- Provide a general description of the previous drainage basin planning conducted by the City.
- Provide a general description of the current stormwater system including a written summary and existing system mapping.
- Describe any previously identified system constraints.
- Describe any previously identified stormwater system improvements that would be necessary to mitigate existing constraints.
- Provide a general description of the stormwater runoff conditions anticipated under subarea plan development assumptions and relationship to previous drainage basin planning. Identify potentially opportunities for direct outflow locations and required measures.
- Indicate general stormwater system improvement required beyond those previously identified, if any.

Deliverable:

- *Interim Draft Infrastructure Summary Memorandum describing existing stormwater utility system within the subarea and previous planning efforts.*
- *Final Stormwater infrastructure Memorandum identifying currently planned or future potentially required improvements to support the subarea plan.*

Task 120.13: Draft EIS

In this task, the Consultant will prepare a Draft EIS (DEIS) for review by the City. Following incorporation of the City's comments, the Consultant will provide a PDF of the Draft EIS for the City to publish.

Key assumptions/considerations for the EIS include the following:

- The team will work with the City to define tasks for producing a planned action EIS in support of the subarea plan. As such, the overall objective will be to provide certainty for future, site-specific development proposals and greatly facilitate the permitting process for such projects.
- Preparation of the Subarea Plan and EIS will be an iterative process with the EIS helping to inform and shape key elements of the plan.

**City of Port Orchard, WA Downtown and County Government
Campus Subarea Plan and Planned Action EIS (POSP) – Scope of Services
Date: January 9, 2020**

- The EIS will be formatted to provide an overall analysis of the entire subarea planning area, with a focus of analysis for up to three focus areas. Two of the focus areas will be located in the Downtown area and one will be located in the County Government campus area. It is assumed that the EIS development assumptions for the areas outside of the focus areas (such as Residential 1 and 2 zoned areas) will continue as existing use and density.
- The GGLO team will work with the City of define the boundaries of the focus areas for SEPA EIS review.
- The EIS will evaluate the direct, indirect, cumulative and construction-related impacts associated with up to two alternatives and the No Action Alternative.
- Technical input (technical memos) for the EIS will include the following existing City of Port Orchard technical team members: Transportation (Transportation Solutions Inc.); and Utilities (BHC, Inc. for water and sewer, and Reid Middleton for stormwater).
- The Land Use and Population/Employment sections will be based, in part, on GGLO and Heartland information provided as part of subarea planning.
- The Aesthetics section will include visual simulations provided by GGLO.
- The EIS will identify measures that if implemented, could mitigate the impacts identified. The EIS will link mitigation to development thresholds, as appropriate. The identified mitigation thresholds will also support the Planned Action Ordinance.
- The City of Port Orchard will distribute all public notices, the Draft EIS and the Final EIS.

This scope of work assumes that only the following elements of the environment are relevant and will be addressed in the DEIS:

- Cover
- Fact sheet
- Distribution list
- Table of contents
- Summary
- Alternatives including:
 - No action (development under current plan/zoning)
 - Two (2) alternative development scenarios
- It is assumed that at this point (prior to EIS scoping) that the EIS will evaluate the following elements of the environment:
 - Land Use/Relationship to Plans and Policies
 - Population/Employment
 - Housing
 - Aesthetics
 - Utilities
 - Transportation
- Any additional items required as a result of the scoping process to be an additional service.

Items included in the DEIS phase include:

- Coordinate with the City of Port Orchard and the GGLO team regarding finalization of EIS scope and team member's responsibilities.
- Coordinate with the City and GGLO team regarding information necessary for the Draft EIS.
- Update the Information Needs Memo based on the finalized scope and team information needs.

- Review and comment on the draft technical reports/information, including reports/information related to Water (Reid Middleton for stormwater); Transportation (Transportation Solutions Inc.); and, Utilities (BHC, Inc. for water and sewer).
- Coordinate with the GGLO team regarding input related to land use density/height assumptions, population, employment, housing, and visual simulations.
- Serve as principal author of the Preliminary Draft EIS, including Fact Sheet, Summary Chapter, EIS Sections (including Land Use/Relationship to Plans & Policies, Population/Employment, Housing, and Aesthetics).
- Produce the Preliminary Draft EIS and submit (electronically) to the City and GGLO for review and comment.
- Revise the Preliminary Draft EIS based on comments received; submit the Updated Preliminary Draft EIS to the City (a total of two rounds of review assumed).
- Coordinate production of the Draft EIS for issuance.
- Attend the Draft EIS public meeting organized and run by the GGLO team and City.
- Participate in up to 5 team meetings (held in Seattle) or conference calls throughout the Draft EIS phase (Phase II).

The PDEIS will be provided to the City for review and comment in one round of revisions before the Consultant finalizes the Draft EIS. The Consultant will review and respond to the comments, either incorporating them into the document or explaining why the comment did not result in a change. Upon resolution the Draft EIS will be finalized as a PDF document and provided to the City for publication.

Deliverable:

- *Initial DEIS and final Draft EIS*
- *Draft and final Notice of DEIS Availability Suitable for City Publication and Legal Notices and Distribution*

Task 120.14: Community Engagement – Draft EIS / Alternatives

The Consultant will provide presentation material and support as required for the EIS Scoping public meeting. The Consultant will prepare graphic, content and presentation materials, and be prepared to assist the City staff for up to one (1) Public Meetings. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events. The consultant assumes that City staff will provide written responses to all public inquiries and/or other agencies.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Display boards and/or maps (up to 4 total)*
- *Online input and responses (up to 30)*
- *Event Summary Reports*

Public Review of Draft EIS

The Draft EIS will be published for a minimum thirty (30) day public comment period. The Consultant will prepare a draft Notice of Availability for the City's review. The City will distribute the notice availability and/or the Draft EIS per state and local requirements, pursuant to WAC 197-11-455, to its established

SEPA distribution list and others who may have requested the document during scoping. The City will be responsible for reproduction and distribution of the Draft EIS. This scope assumes that one of the project public meetings will be during the public comment period for the Draft EIS and this forum can be used as an additional method to obtain public comments. The Consultant will provide a method for written comments to be collected by the City and will provide technical staff to attend to provide information and respond to questions on the Draft EIS.

The City will be responsible for reviewing the written comments submitted to the City on the Draft EIS. The City will provide the Consultant with a complete electronic record of all comments received. The scope and costs for the EIS assume that a maximum of thirty (30) distinct individual substantive comments will need to be reviewed and require responses. In addition, the scope assumes that no new analysis or alternatives will be required as a result of the EIS comments. The Consultant will review and evaluate the comments and provide the City with a summary matrix of substantive comments and proposed method of response. The matrix will be reviewed in a meeting with the City.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Summary Matrix of Substantive Comments and Method of Response*

PHAES 130: FINAL PLAN / EIS-PAO / APPROVAL PROCESS

Task 130.15: Final Environmental Impact Statement (Final EIS) / Planned Action Ordinance (PAO)

Subtask 130.15.1: Final Environmental Impact Statement (Final EIS)

Following receipt of the comments on the Draft EIS, WAC 197-11-560 specifies that a Final EIS shall consider the public and agency comments on the Draft EIS. Items included in this task include:

- Coordinate with the City to receive copies of all comment letters and e-mails received regarding the Draft EIS during the Draft EIS public comment period. Review all comments, as well as the Draft EIS public hearing testimony to identify substantive comments that require responses.
- Schedule and participate in a zoom meeting involving the City, GGLO team, and other members of the project team to:
 - confirm all substantive comments that require a response; and
 - confirm whether any comments require additional analyses.
- Distribute comment letters with identified comments to applicable consultant team members and assign responsibilities for preparation of responses to specific comments (written comments and testimony).
- Prepare responses to comments assigned to EA.
- Internally review and edit all comment responses (and analyses) prepared by members of the project team.
- Incorporate responses into the format of a preliminary Final EIS and internally edit that document.
- Submit copies of the preliminary Final EIS to the City for review.
- Revise the Preliminary Final EIS based on comments from the City; submit the Updated Preliminary to the City (a total of two rounds of review assumed).
- Coordinate production of the Final EIS for issuance.
- Attend up to 4 zoom conference calls throughout the Final EIS phase.

The Scope of Work for the Final EIS may not be fully estimated until completion of the Draft EIS and review of the agency and public comments on the Draft EIS has been completed. A final, separate Scope of Work for the Final EIS will be re-evaluated after results of the public comments have been received on the Draft EIS. If additional analysis is required a separate scope and fee can be provided.

Once complete, a draft Final EIS would be provided to the City for one round of review and the Consultant would incorporate comments into a Final EIS. The Final EIS would be provided to the City in a PDF format. No action can be taken on the plan, PAO or any other permits until 7 days following completion of the Final EIS.

Deliverable:

- *Draft Final and Final EIS in digital PDF format*

Subtask 130.15.2: Planned Action Ordinance

A Planned Action is implemented through a planned action ordinance (PAO) adopted by the City Council. A draft PAO will be developed to accompany the subarea plan as it is considered for recommendation and adoption by the Planning Commission and City Council. The PAO will be consistent with RCW 43.21C.031, WAC 109-11-164-172 and VMC 20/790.530. The planned action will include maximum development thresholds (units or square feet) for the subareas, allowed land uses, mitigation measures and other criteria that must be met for a project proposed within the subarea to qualify as a planned action and not require a formal SEPA threshold determination. Future projects that are consistent with PAO requirements can be determined by the City as a Planned Action and no further SEPA compliance may be required.

The Consultant will provide assistance to the City to prepare a project level draft and final PAO. The PAO is anticipated to include the subarea plan development thresholds such as maximum development threshold (units or square feet) for various proposed uses in the subarea, allowed land uses, mitigation measures and other applicable criteria. The ordinance will be prepared consistent with the requirements of WAC 197-11-168 and will include:

- Purpose
- Findings
- Procedure and Criteria for evaluating projects as planned actions
- Other standard ordinance sections.
- Required mitigation measures and development thresholds will be included in an appendix to the ordinance and will be based on the subarea plan and FEIS.

The City will lead the adoption of the PAO by the City Council. The Consultant will provide support for staff during the legislative adoption process.

Deliverable:

- *Draft - Final PAO outline memo and comments in digital PDF format (assume 10 labor hours)*

Task 130.16: Final Sub Area Plan

Based on input received from the City project team, work sessions, and required content edits from the City, the Consultant will provide a Draft-Final Subarea Plan document to the City. The Subarea Plan

document will be provided in digital PDF format for City review and use. The City will be responsible for providing all comments in writing and submittal to the Planning Commission and City Council as part of the plan approval process.

Deliverable:

- *Draft - Final Subarea Plan in digital PDF format.*

Task 130.17: Final Reporting / Planned Action Ordinance Adoption

Upon final approval / adoption of the POSP, Environmental Impact Statement (EIS) and Planned Action Ordinance (PAO), the Consultant will consolidate all project files and forward that material to the City as required. A final project close-out will occur once the City has received all applicable information. The consultant will attend up to one (1) meeting as part of the final approval process and be available as required to respond to questions from the City.

Deliverable:

- *Final Report Delivery (Electronic PDF files)*

Project Assumptions

- The subarea will be completed at a neighborhood scale conceptual level with massing only as required for the EIS and will not include detailed site design.
- All internal project meetings will be via conference call or will be held at GGLO's downtown Seattle office.
- City of Port Orchard EIS comments will primarily be provided as direct edits, with no new analysis or alternatives required.
- The City of Port Orchard will distribute all public notices, the Draft EIS and the Final EIS.
- EIS Issuance - EA Engineering will produce a limited number of CDs (approximately 25) and hardcopies (approximately 10) of the Draft EIS for the City. We will also prepare pdf files of the document to be placed on the City's website (this is the primary way the document will be made available to the public).

The tasks noted below have not been completed and are **NOT a part of this Scope of Work.**

- Site Boundary / Topographic Survey Data*
- Additional coordination with agencies other than PSRC
- Additional Public Outreach (beyond this Scope of Services)
- Additional meetings other than those specifically included in Basic Services.
- Additional design, engineering or other studies/analyses
- Study Models or Presentation Models.
- Rendered/Colored Perspectives and 3-D modeling, other than what is identified.
- Marketing Information such as brochures, exhibits, etc.
- Landscape Design
- Constructability Consultant / Value Engineering Exercise
- Detailed site design or Final design
- Engineering/design for site development
- Other items not currently identified/anticipated in this proposal.

* Topographic survey to include mapping of the site study area, all utilities, above ground utility structures, existing building foot prints, street improvements, edge of all hard and pervious surfaces, public water,

storm and sanitary sewer structures with pipe invert elevations, existing vegetation, trees and larger drop line radius of trees. All surfaces will be mapped on an approximate 50-foot grid or less including sufficient break lines to allow for an accurate 1-foot contour interval.

Included Meetings (in-person)

1. PSRC Meeting (at PSRC)
2. Project Leadership – Workshop / Team Kick-off (at GGLO)
3. Stakeholder Outreach (up to 2 meetings, one trip to Port Orchard)
4. Public Engagement – Kick-off (at City of Port Orchard)
5. Public Engagement – EIS Scoping (at City of Port Orchard)
6. Project Leadership – Alternatives (at GGLO)
7. Public Engagement – EIS Alternatives (at City of Port Orchard)
8. Public Adoption Meeting (at City of Port Orchard)

Meeting Notes:

- All other meetings / check-ins will be video conference calls via zoom.
- GGLO will attend all meetings.
- EA will attend meetings #: 2,4,5,6,7,8
- Heartland will attend meetings #: 2

Exhibit C: Fee Table

Port Orchard Subarea Plan and Planned Action EIS (POSP)

Port Orchard, WA

1/9/2019

TEAM MEMBER	TASK	TASK 100 SUBAREA PLAN KICK-OFF / ANALYSIS	TASK 110 INITIAL VISIONING	TASK 120 DESIGN & EXPLORATION / EIS PHASE 1 & 2	TASK 130 FINAL EIS-PAO / PLAN APPROVAL	TOTAL
TERMS	LABOR					
GGLO	Hourly Estimate	\$18,000	\$16,000	\$36,500	\$15,000	\$85,500
EA* - Environmental	Hourly Estimate	\$0	\$0	\$55,550	\$12,650	\$68,200
Heartland* - Real Estate Advisory	Hourly Estimate	\$19,800	\$0	\$0	\$0	\$19,800
	Subtotal	\$ 37,800	\$ 16,000	\$ 92,050	\$ 27,650	\$ 173,500
Engineering / Infrastructure / Transportation						
TSI* - Transportation	Hourly Estimate	\$0	\$0	\$9,405	\$0	\$9,405
Reid Middleton* - Storm Water	Hourly Estimate	\$0	\$0	\$8,800	\$0	\$8,800
BHC* - Water / Sanitary	Hourly Estimate	\$0	\$0	\$13,640	\$0	\$13,640
	Subtotal	\$ -	\$ -	\$ 31,845	\$ -	\$ 31,845
**Estimated Reimbursable Expenses						
Project Team	Estimate	\$ -	\$ 500	\$ 500	\$ 500	\$ 1,500
TOTAL		\$ 37,800	\$ 16,500	\$ 124,395	\$ 28,150	\$ 206,845

*Consultant fees included GGLO 10% administration fee

**Reimbursable expenses - are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

EXHIBIT C.2

BILLING RATES & TERMS

Terms of Agreement – Billing Rates

Date of Agreement: 01/09/2019
Project: Port Orchard Subarea Plan and Planned Action EIS (POSP)
Project No.: 2019099.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis up to an agreed upon not to exceed. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. GGLO - 2020 HOURLY BILLING RATES

Principal III	\$290
Principal II	\$255
Principal I	\$220
Senior Architect III	\$200
Senior Architect II	\$190
Senior Architect I	\$180
Architect II	\$155
Architect I	\$145
Designer II	\$125
Designer I	\$115
Senior Landscape Architect III	\$180
Senior Landscape Architect II	\$170
Senior Landscape Architect I	\$160
Landscape Architect II	\$150
Landscape Architect I	\$135
Landscape Designer II	\$125
Landscape Designer I	\$115
Senior Urban Designer III	\$200
Senior Urban Designer II	\$190
Senior Urban Designer I	\$180
Urban Designer IV	\$155
Urban Designer III	\$145
Urban Designer II	\$125
Admin. – Manager	\$180
Administrative Staff	\$130

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; long distance telephone charges; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

See City of Port Orchard Professional Services Agreement.

EA Engineering, Science, and Technology, Inc., PBC.
2020 Billing Rates

T. McCann	QC Review (Planner VI)	240
R. Schipanski	Project Director (Planner VI)	225
G. Brunner	Project Manager (Planner V)	195
M. Sarlitto	Project Manager (Planner V)	160
J. Ding	Planner (Planner IV)	135
K. Hollinger	Planner (Planner IV)	135
H. Dennis	Planner (Planner I)	80

Other Rates

Auto mileage, per mile \$0.58

In-house photo copies, per page \$0.15

Handling charge on subcontractors and expenses 10%

Rates are good through December 2020.

H E A R T L A N D

**CONSULTING FEES
AND REIMBURSEMENT SCHEDULE**
Effective January 1, 2019

HOURLY BILLING RATES:

James Reinhardsen	\$470
John Shaw	\$410
Matt Anderson	\$350
Chris Fiori	\$280
Doug Larson	\$280
Deva Hasson	\$280
David Armitage	\$260
Erica Buckley	\$250
Lee Striar	\$230
Mark Goodman	\$220
Lanzi Li	\$210
Ben Wharton	\$210
Spencer Esau	\$180
Evan Schneider	\$180
Jenny Score	\$160
Tyson Heriot	\$140
Stephen Russell	\$100
Graduate Intern	\$90
Research Assistant/Graphic Assistant	\$50

(Note: General office overhead and general clerical work are incorporated in these hourly rates)

REIMBURSABLE COSTS:

Copies - color 11 x17	\$1.50 each
Copies - color 8-1/2 x 11	\$.75 each
Copies of large format originals - all types	Cost
Mileage	\$.58/mile
Parking and tolls	Cost
Postage and delivery	Cost
Out-of-house productions	Cost
Large format prints	\$8.50/sf
Mounting on presentation board	\$3.75/sf
Travel - airfare, car rental, lodging and meals	Cost plus 2%

RATES ARE SUBJECT TO ANNUAL INCREASES



8250 - 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
T 425-883-4134
F 425-867-0898
www.tsinw.com

Transportation Solutions, Inc.

**2019
HOURLY BILLING RATES**

Name	Title	Hourly Labor Billing Rate
Victor L. Salemann	Principal	\$235.00
Jeff S. Elekes	Director	\$215.00
David D. Markley	Principal	\$235.00
Andrew L. Bratlien	Sr. Tr. Engineer	\$168.50
Michelle L. Mach	Sr. Tr. Engineer	\$168.50
Jeffrey P.K. Hee	Sr. Tr. Engineer	\$168.50
Mary Ann Olson	Engineer IV	\$145.00
Akmal Siddiqui	ADA Services Specialist	\$145.00
Phil McDonald	Sr. Engineering Tech	\$120.00
Jennifer Salemann	Planner I	\$98.00
Jill Berberich	Project Administrator	\$115.00
Staff	Engineering Technician	\$ 60-95

EXPENSES

Reimbursable Expenses	Direct Cost no Markup
Sub-consultant invoices	Direct Cost no Markup

Billing rates are subject to change.

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2019 through June 30, 2020

I. Personnel	Hourly Rate
Principal	\$ 205.00 - \$ 260.00
Principal Engineer/Principal Planner/Principal Surveyor	\$ 205.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 180.00 - \$ 205.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 140.00 - \$ 175.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 115.00 - \$ 140.00
Designer I/Planner/CAD Technician II	\$ 105.00 - \$ 125.00
Project Administrator	\$ 100.00 - \$ 120.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 90.00 - \$ 110.00

Survey Crew (1 Person/RTK/Robotic/Scanning)	\$ 135.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	\$ 185.00
Survey Crew (3 Person/ RTK/Robotic/Scanning)	\$ 235.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses

Local Mileage - Automobile	\$ 0.58/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.



2020 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$245 - \$286
Senior Structural Engineer	\$230 - \$255
Senior Electrical Engineer	\$225 - \$255
Senior Project Manager	\$220 - \$245
Senior Engineer	\$180 - \$275
Project Engineer	\$135 - \$200
Staff Engineer	\$120 - \$160
Planning Manager	\$165 - \$220
Senior Planner	\$150 - \$165
Planner	\$100 - \$125
GIS Specialist*	\$120 - \$130
Field Inspector & Building Inspectors*	\$120 - \$170
Building Code Compliance Review	\$100 - \$250
CAD Manager*	\$160 - \$180
Draftsperson*	\$110 - \$140
Project Administrator*	\$110 - \$135
Project Assistant/Word Processor*	\$110 - \$120

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as “non-exempt” (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2020 through December 31, 2020, and will be adjusted thereafter.

Exhibit D - Conceptual Project Schedule

City of Port Orchard Downtown Subarea Plan and Planned Action EIS		Project Timeline																
1/19/2020		Timeline																
Phase	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Task 100 Kick-off / Analysis	1	Notice to Proceed																
	2	Project Kick-off / Logistics / Management																
	3	Data Collection / Base Mapping																
	4	Market Economic Analysis																
	5	Leadership Workshop																
Task 110 Visioning	6	Neighborhood / Stakeholder Meetings																
	7	Public Engagement - Initial																
	8	Analysis & Visioning Summary																
Task 120 Design and Exploration Alternatives	9	Draft Subarea Plan Strategies																
	10	EIS Initiation / Preliminary Draft EIS																
	11	Public Engagement - EIS Scoping																
	12	Infrastructure Reports and analysis																
	13	Draft EIS																
Task 130 Draft-Final Plan	14	Public Engagement - Draft EIS / Alternatives																
	15	Final EIS / PAO																
	16	Final Sub Area Plan																
	17	Final Reporting / PAO Adoption																

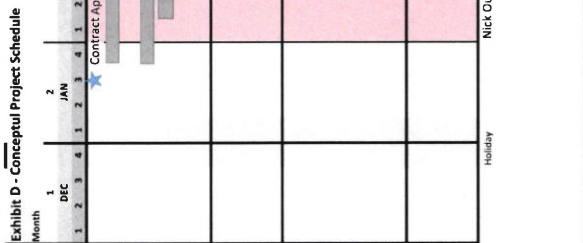
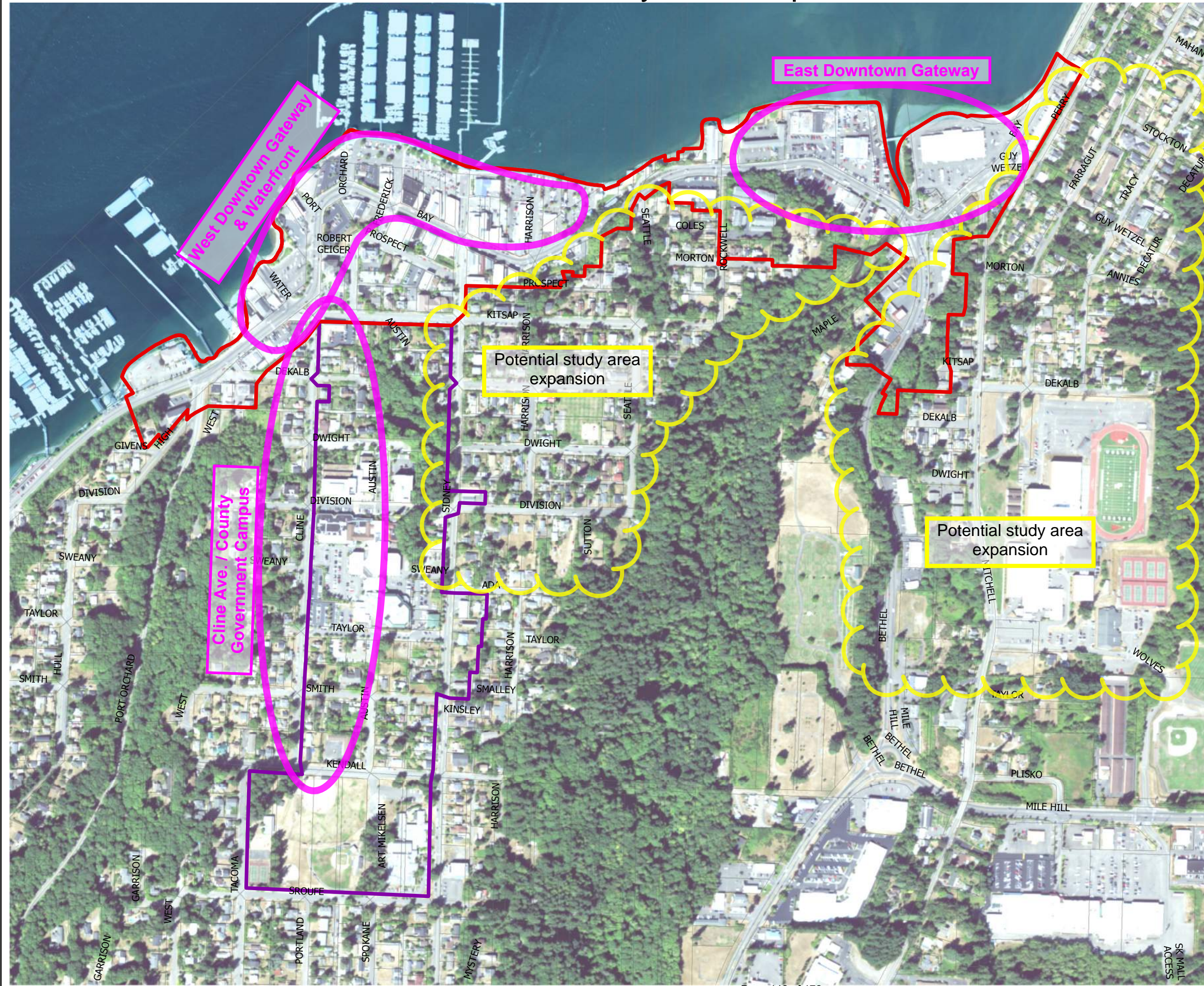


Exhibit A - Study Area Map



City of Port Orchard Centers

- County Campus
- Downtown
- Proposed Redevelopment Study Areas
- Potential Programmatic EIS Study Boundary expansion, to be determined by PSRC Regional Growth Centers Criteria

Note :

- County Campus Planned Action Study Area will be based on proposed County expansion plans, by others.
- West Downtown Gateway Planned Action Study Area includes existing concept design for the Kitsap Bank and South Kitsap Community Center Campus.

EXHIBIT B

Scope of Services

Port Orchard Subarea Plan and Planned Action EIS (POSP)

City of Port Orchard, WA

Date: January 09, 2020

Overview

GGLO (Consultant) will serve as the primary contract entity for the Port Orchard Downtown and County Government Campus Subarea Plan and Planned Action EIS (POSP) and provide contract oversight for the phases and tasks as outlined below. The POSP Scope of Services will address two focus areas:

- Downtown and County Government Campus Subarea Visioning and Planning
- Draft-Final Planned Action Subarea Plan / EIS Process and Planned Action Ordinance (PAO)

The key objectives of the POSP are to:

- Identify a long-range land use vision, opportunities to increase housing, and transportation plan for the Port Orchard Downtown and County Government Campus Subarea.
- Develop preferred Subarea Plan for the Downtown and County Campus Centers.
- Develop Planned Action redevelopment alternatives for the targeted areas within the larger subarea plan, including:
 - West Downtown Gateway and Waterfront.
 - East Downtown Gateways.
 - Kitsap County Government Campus Cline Ave. Corridor
- Prepare the required Environmental Impact Statement (EIS) and Planned Action Ordinance (PAO) in response to applicable state, and local environmental policy act requirements, and;
- Provide support for City approval of Subarea Plan and completion of the Final EIS and PAO.
- The GGLO team will work with the City of define the boundaries of the focus areas for SEPA EIS review. The EIS will evaluate the direct, indirect, cumulative and construction-related impacts associated with up to two alternatives and the No Action Alternative.
- Through the initial analysis phase and EIS Scoping process, the GGLO team will work with the City of Port Orchard to determine if additional scope amendments are required.

The following Scope of Services will inform the plan development, review and approval process and final POSP documentation. The Scope of Services includes four (4) primary phases with individual tasks and deliverables necessary to support the POSP and related environmental impact study requirements.

PHASE	TASK	HIGH LEVEL DESCRIPTION
100 Analysis / Kick-off	1	Project Kick-off / Logistics / Management
	2	PSRC Cord / Meeting
	3	Data Collection / Analysis <ul style="list-style-type: none"> ▪ Base Mapping ▪ Codes and Standards, Policy Assessment
	4	Market Economic Analysis (Heartland) <ul style="list-style-type: none"> ▪ Baseline ▪ Development Capacity Analysis
	5	Leadership Team Workshop (at GGLO / Zoom)
110 Visioning / Engagement	6	Stakeholder Outreach (up to 2 meetings)
	7	Public Engagement - Initial <ul style="list-style-type: none"> • Public Vision Survey

**City of Port Orchard, WA Downtown and County Government
Campus Subarea Plan and Planned Action EIS (POSP) – Scope of Services
Date: January 9, 2020**

		<ul style="list-style-type: none"> Public Kick-off Open House
	8	Analysis & Visioning Summary
120 Design & Alternatives Exploration	9	Draft Subarea Plan <ul style="list-style-type: none"> Preliminary Draft Plan Document Alternative Concept Development Alternatives Leadership Work Session (at GGLO / Zoom) Implementation Strategies
	10	EIS Initiation <ul style="list-style-type: none"> Scoping Preliminary SEPA work plan
	11	Public Engagement - EIS Scoping Meeting
	12	Infrastructure Reports and Assessments (Reid Middleton, BHC, TSI) <ul style="list-style-type: none"> Transportation Water and Sewer Storm Water
	13	Draft EIS
	14	Public Engagement - Draft EIS / Alternatives
130 Draft-Final Plan / EIS-PAO Approval Process	15	Final EIS / PAO <ul style="list-style-type: none"> Intra-Agency Review / Coordination of Final EIS PAO Memo
	16	Final Sub Area Plan
	17	Final Reporting / PAO Adoption

PHASE 100: KICK-OFF / ANALYSIS

Task 100.1: Project Kick-off / Logistics / Management – ZOOM Conference Call Meeting

GGLO (Consultant), along with their consultants and the City Project Manager, will jointly provide project management and coordination throughout this contract phase. Following a Notice-to-Proceed, the Consultant will organize a Project Kick-off meeting via zoom conference. At this Kick-off meeting, the Consultant will confirm the study process, key deliverables, milestones and timelines, and review the project Communication Plan that will include; staff and stakeholder contact information, project logistics and a project management schedule. Ongoing project management will include project management communications, City/Consultant staff work sessions and key milestone coordination meetings as part of the POSP process.

The Project Communication Plan will be developed to outline key project team members, decision-makers, and stakeholder organizations. The City will provide names and contact information for each group.

The Consultant (GGLO) will plan for up to (3) *trips* to the City of Port Orchard, WA throughout the study process. The trips will consist of various meetings, site visits, workshops and public events to be scheduled as part of the plan process. These would include (3) public meetings and up to (2) stakeholder meetings. The City Project Manager will coordinate with the Consultant on meeting agendas and locations, and meeting minutes as required. Travel to Port Orchard, WA will include labor time and reimbursable expenses (travel, per diem). All monthly invoices and deliverables will be provided in PDF electronic copy unless otherwise noted.

Deliverable:

- *Project Communication Plan*
- *Ongoing Project Management*
- *Conference Call check-ins*
- *Schedule Updates / Site Visit*

Task 100.2 PSRC Meeting

The Consultant will assist in coordination with and participate in up to one (1) meeting with the Puget Sound Regional Council. The purpose of the PSRC meeting and coordination includes:

- Seek feedback on possible regional center boundaries and alternatives.
- Obtain clear understanding of how the city should demonstrate that its proposed center meets centers criteria.
- Confirm PSRC existing activity unit analysis.

An agenda will be developed in advance by the Consultant team and City staff. The City will determine the participants and coordinate meeting logistics including scheduling and location.

Deliverable:

- *Summary Documentation of PSRC Input*

Task 100.3: Data Collection / Analysis

The City and other agencies will provide in digital format applicable existing conditions reports and previously completed studies, plans and polices that may affect the Subarea and Planned Action. The data collection effort will focus on the subarea planning level analysis to inform possible land use and transportation systems planning for the Subarea. This may include but is not limited to:

- Demographic / Economic Studies
- Land Use and Zoning Regulations
- Transportation, Complete Streets and Transit Data
- City/County Development Standards and Design Guidelines
- City Sustainability Strategies
- City Capital Improvement Plans
- Neighborhood Plans
- Infrastructure Assessment Studies
- Current City-Owned Assets within the Subarea

Based on the information provided by the City, the Consultant will review applicable information and develop a summary matrix identifying potential gaps in information. The Consultant will also summarize in a matrix format the direct impacts that current City policy, regulations and standards may have on the Subarea plan.

Subtask 100.3.1 Base Mapping

The Consultant will develop a digital base map for the Subarea area using existing City / County GIS and Google Map datum and Sketch-up data (if available). A study area base map will be developed using both 2D plan and potentially 3D Sketch-up digital tools for targeted study sites. A draft digital base map will be developed for review and comment. Based on input from the City, the Consultant will make final edits for use of the base map for the study area accordingly.

Task 100.3.2: Codes and Standards, Policy Assessment

The Consultant will review and assess applicable City codes and standards and provide a summary matrix highlighting key issues affecting the Subarea Planning area. The Consultant will consider at a minimum, applicable land use and zoning codes, design and development standards, comprehensive plan and neighborhood plan policy, and city regulatory requirements as part of the Subarea Plan analysis. This information will be used to evaluate alternative land uses and transportation system design and advance a preferred alternative. The summary matrix will be provided as part of the interim Infrastructure Report deliverable.

Deliverable:

- *Project Data Collection Summary Matrix*
- *Project Base Map (digital format)*
- *Codes and Standards Summary Matrix*

Task 100.4: Market Economic Analysis – Heartland

This task has two major components: (1) Baseline Assessment; (2) Capacity Analysis. Both tasks will be consolidated into one technical memo or presentation deck.

Subtask 100.4.1 Baseline Assessment

The Baseline Market Assessment, completed during the initial Analysis phase of the project, will help the team to better understand the likely future demand for development of various types, to inform design and other technical build out of the site. This will include an overview of:

- Existing baseline socio-economic data
- The existing housing inventory in the study area
- Job conditions in the immediate market area
- Real estate trends for residential and commercial development types in Port Orchard and the region.

Subtask 100.4.2 Updated Development Code Yield analysis based on 20-Year Build-out

The development capacity analysis will help the team to better understand future development opportunities within the subarea. The analysis will include:

- Assessment of vacant and redevelopable lands by zone (within the subarea boundary)
- Analysis of net buildable lands incorporating critical areas, required public infrastructure and other factors impacting net developable area
- Estimate of overall development capacity based on current zoning
- Estimated development yield within the subarea over the planning period (20 years) showing built square footage estimates at high and low development thresholds, based on variations on market absorption.

Deliverable:

- *Both Subtasks will be consolidated into one technical memo or presentation deck.*

Task 100.5: Leadership Team Workshop

The Consultant will plan and facilitate a Leadership workshop to be scheduled following the Notice-to-Proceed. The Leadership Workshop will be held at GGLO Seattle office and will be attended by City project members, invited decision-makers, and the project Consultant team. The intent of the Leadership Workshop is to review the study purpose and objectives and clarify the project scope of work and

expected project outcomes. The City staff will provide an overview of the Subarea Plan and redevelopment site goals and objectives.

As part of the Leadership workshop, the Consultant team will facilitate the discussion of the following agenda items:

- Public Outreach Plan
- Preliminary Vision and Goals
- Preliminary Programing
- Key topics potentially to be addressed in the subarea plan such as: opportunities to increase housing, economic and real estate market conditions, circulation network, land use and urban design, parking, market and affordable housing, open space system and placemaking, the 20-minute neighborhood concept, as example.

The Workshop will serve as an initial visioning discussion to define key design principles and priorities, and potential outcomes for the POSP. The project schedule will be provided to participants along with a communications decision diagram highlighting critical team members and tasks, decision points and who is ultimately responsible for developing key recommendations and final decisions throughout the course for the POSP.

Deliverable:

- *Facilitation of a Leadership Workshop*
- *Summary Documentation of Workshop Input*

PHASE 110: Visioning / Outreach

The Consultant will prepare and facilitate outreach events as described in the Communications Plan. Labor, including travel time, and expenses for all trips to Port Orchard, WA will be charged to the City. The City will be responsible for coordinating and paying for meeting room location and logistics, required AV equipment for indoor or outdoor events (to be determined), set-up and take down of equipment, refreshments and advertising of meetings through the City website, direct mailings, social media and public announcements. The Consultant will provide content to the City for regular monthly website updates. Monthly web updates and the posting of online surveys will be the responsibility of the City. The Consultant will provide a summary of the outreach activities that the Consultant is responsible for, for the City to use to advertise and promote the project.

The Consultant will provide assistance to the City for social media and digital marketing communication project needs, including draft content (text and images) for the City 's review. Specific communications tools such as developing mailers, email updates, social media posts (content) and press releases will be produced and distributed by the City. Input opportunities may include map-based components and graphics to help stakeholders understand concepts and context when providing input. This task assumes the City will pay for advertising costs for meeting notices and mailings for all events and online input opportunities. The City is responsible for public information press releases, website and social media updates and documenting input from these sources as required.

Task 110.6 Neighborhood Association / Stakeholder Outreach

The Public outreach plan developed in task 100 will include Stakeholder outreach and engagement with up to two (2) neighborhood association / stakeholder group meetings to provide project updates and gather input as required. These meetings shall be scheduled concurrently to reduce team travel. Agendas

will be developed in advance by the Consultant team and City staff. Meeting materials will be adapted from previous meetings as required. The Consultant will provide a brief summary of findings after each meeting. The City will determine the participants and coordinate meeting logistics including scheduling and location. In addition to these outreach meetings, the project team will work with City Staff to identify additional opportunities for stakeholder outreach and input. Potential stakeholders may include: Neighborhood Associations; Subarea business owners POBSA, County, Kitsap Transit, Chamber, School District, Navy, Port of Bremerton, Utility Providers, Homebuilders Association, Tribes, etc.

Deliverable:

- *Summary Documentation of Stakeholder Input*

Task 110.7: Public Engagement – Initial

The Consultant will coordinate with the City Project Manager to plan and execute the initial public engagement including the following elements:

- Community Open House Events / Public Meetings (Up to 1)
- Community Online Surveys (Up to 1)

These in-person and online activities will inform the public and stakeholders about the project and allow opportunities for the community to provide input into the visioning and initial analysis of the Subarea plan and review diverse perceptions of the site's conditions and character. Each activity will be tied to objectives outlined in the project communications plan and key questions will be identified for such that input requested is useful to the planning process and decision-making. The Consultant will provide the strategy and approach for community open house with input from the City. The City will coordinate event logistics including scheduling, securing and paying for facility rentals and equipment. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events.

Deliverable:

- *Community Open House / Initial Public Meeting*
- *Information handouts/fact sheets*
- *Short visual preference Survey*
- *Display boards and/or maps (up to 4 total)*
- *Event Summary Reports*

Task 110.8: Analysis & Visioning Summary

The Consultant will consult with City staff and project team members to review data collection efforts and facilitate discussions on the long-range plan vision, goals and objective and design precepts for the Subarea Plan. The information collected will help formulate a collective long-range vision and aspirations for the project. A visioning Summary will define a Vision Statement, project goals and objectives, key design strategies and metrics that will ensure the success of the plan implementation over time. The Consultant will provide an Analysis / Visioning Interim Report to the City for review. The report will be provided in digital PDF format. A staff review period will be established to ensure a timely review.

Deliverable:

- *Draft Analysis and Visioning Interim Report (Digital PDF format)*

Following the analysis and visioning summary, the Consultant team will work with the City to confirm the project vision and scope remain consist with the agreed Consultant scope and fee. If needed the Consultant will work the City to make revisions scope or fee revisions.

PHASE 120: EXPLORATION

Task 120.9: Draft Subarea Plan

Prior to the commencement of this task, the final project boundaries, programing and degree of emphasis on feasibility, and implementation opportunities to increase housing must be definitively defined. It is anticipated that the Subarea Plan will be comprehensive to address all required plan elements and will contain a combination of a written narrative, info-graphics and other supporting visuals. The Subarea Plan will reflect the values and desires of the community as defined through the plan process. At minimum, the draft Subarea Plan will include: a vision statement, purpose, goals and objectives, design precepts, background data and proposed policy recommendations to clearly articulate the community’s values and aspirations for the Subarea. The goal is to develop a concise, easily understood and visually appealing document that balances written content with graphics and support mapping as needed.

Subtask Task 120.9.1: Preliminary Draft Plan Document

The Consultant will meet with City staff to discuss the format and layout of the draft Subarea Plan document and outline the essential elements of the plan document. The document will be a concise, digitally-based PDF document. The intent is to design the document to be compatible as a web-based interactive document. Based on input received on the document format, the Consultant will provide a preliminary draft template and table of contents outline of the Subarea Plan for review and approval. The Subarea Plan document may address, but is not limited to:

- Introduction
- Existing Conditions
- Urban Design Framework / Long Term Vision
- Opportunities and Constraints Analysis
- Circulation, Access, and Parking
- Housing
- Planned Action Study Areas and Alternatives
- Implementation Strategies
- Appendices

Deliverable:

- *Preliminary Draft-template and Outline*
- *Preliminary Draft Subarea Plan in PDF format*

Subtask Task 120.9.2: Alternative Concept Development

As part of the subarea planning process, the Consultant will work in conjunction with the Leadership team to develop two (2) conceptual alternatives for consideration under the planned action EIS. These alternatives will be based on the following planned action site(s), (see map): West Downtown Gateway; East Downtown Gateway; Central Waterfront; County Government Campus / Cline Street Corridor. These development concepts will serve as the basis for the Planned Action Alternatives. Each alternative would be based on the same high-level conceptual site layout with a variation in proposed development intensities.

Deliverable:

- *Draft Development Site Plans and diagrams*

Subtask Task 120.9.3: Alternative Development Concepts Leadership Meeting

The Consultant will plan and facilitate a Leadership meeting to review draft development concepts and alternatives. The Meeting will be held at GGLO Seattle office and will be attended by City project members, invited decision-makers, and the project Consultant team. The intent of the meeting is to review broad subarea planning concepts and confirm the alternatives to be considered.

Deliverable:

- *Facilitation of Leadership Meeting*
- *Summary Documentation of Workshop Input*

Subtask 120.9.4: Implementation Strategies

The Consultant will provide an overview of Urban Design and Implementation Strategies for the POSP. The strategies are intended to guide the built urban form and non-built areas of the Subarea by establishing guidelines to organize, manage and integrate a variety of mixed uses within the development. These strategies may include a narrative, conceptual diagrams, or precedent imagery. The Implementation Strategies will broadly outline design parameters and permitted uses, establish the necessary building-to-street and building-to-building character and relationships, thoroughfare and landscape design concepts for the development.

The Implementation Strategies section may identify a wide range of possible short-term priorities and long-term needs, and an action plan that outlines an approach for the next steps. This may include recommendations addressing future code amendments and zoning changes, funding strategies, land acquisitions, partnership agreements, etc. This Scope of Services does not include any Land Use Development Code modifications, Comprehensive Plan land use designations or zoning amendments.

Deliverable:

- *Draft Urban Design Standards and Implementation Strategies Framework Plan in digital PDF format*

Task 120.10: Environmental Impact Statement (EIS) Initiation

Preparation of the EIS will consist of three phases, including Phase I – Project Initiation/EIS Scoping; Phase II – Draft EIS; and, Phase III – Final EIS/Assistance Drafting Planned Action Ordinance. The Consultant will provide services for the completion of the SEPA Environmental Impact Statement (EIS) and assistance with the completion of a Planned Action Ordinance (PAO). The intent of the EIS is to facilitate designation of the subarea as a planned action (pursuant to WAC 197-11-164 and VMC 20.790). A Draft and Final (EIS) will be completed to evaluate environmental impacts of the subarea plan as required in order to designate the area as a planned action. Following completion of the EIS, a planned action ordinance will be drafted summarizing potential mitigation impacts associated with the subarea, establishing thresholds for development and providing for streamlined environmental review of projects that are consistent with the subarea plan.

Subtask 120.10.1: Scoping, Initiation, and Preliminary SEPA Matters

During this task, the City and Consultant will complete the EIS scoping process including finalization of alternatives and determining the scope of the Draft EIS. The scoping process will be integrated into the public outreach process for the overall subarea plan and specific efforts and costs associated with the public meeting and scoping are addressed above. The Consultant will prepare a draft Determination of Significance (DS) and scoping notice and provide it to the City for review and comment. The Consultant will finalize the DS and provide it to the City. The City will publish and distribute the DS (required public notices and on-line) per the requirements of WAC 197-11 360 and will be listed as the recipient for public comments. During the 21-day comment period on the DS one of the open houses identified in the tasks above will be held. The consultant will provide a method to receive written comments on the DS to be collected by the City at the open house.

Once the Draft EIS scoping period is complete, the City will provide the Consultant with an electronic record of all comments received. The Consultant will review and summarize comments by issue area and develop a technical memorandum recommendation to the City on whether the scope for the Draft EIS as outlined in the DS and scoping notice should be modified. The City will provide the Consultant with a complete electronic record of all comments reviewed.

Following the project scoping process, the City and Consultant will meet to discuss strategies required to complete the next scope of work process. The scope elements identified below will be reviewed and revised if necessary, to reflect any changes in the scope of the Draft EIS identified by the SEPA responsible official.

Items included in the EIS Initiation phase include:

- Review applicable existing background information.
- Provide input to the City and the GGLO team regarding the overall public relations strategy and elements of the public relations strategy that relate to the SEPA process.
- With the City and the GGLO team, confirm reasonable alternatives for analysis in the EIS and the range of environmental issues to be analyzed in the EIS.
- Prepare a brief Preliminary SEPA Work Plan summarizing the assumptions regarding alternatives to be analyzed (two action alternatives and the No Action Alternative assumed), elements of the environment, EIS format, etc.
- Create an “Information Needs Memo”: This Memo will be the framework moving forward with the technical analyses and has been a proven and valuable tool to achieve an efficient start to the SEPA process. It ensures a consistent understanding of data needs and schedule.
- Confirm Schedule for SEPA review.
- Review the City of Port Orchard’s Determination of Significance/EIS Scoping Notice and attend public scoping meeting.
- Attend and actively participate in the EIS Scoping meeting.
- Review and comment on the City of Port Orchard’s summary of comments (written comments and testimony) received during the public Scoping period.
- Initiate Preparation the Draft EIS Chapter 2 – This is the description of the Proposed Action and Alternatives. A draft of this chapter will be submitted to the City and GGLO for review/concurrence. Upon completion of City/GGLO review, Chapter 2 will be distributed to the

Deliverable:

- *Draft and final Determination of Significance and Scoping Notice*

- *Memorandum Summary; Public Comments and Recommendations (Responses) as part of Final Scoping Determination to Draft EIS Scope*

Task 120.11: Community Engagement – EIS Scoping

The Consultant will provide presentation material and support as required for the EIS Scoping public meeting. The Consultant will prepare graphic, content and presentation materials, and be prepared to assist the City staff for up to one (1) Public Meetings. The City will coordinate event logistics including scheduling, securing and paying for facility rentals and equipment. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events. The consultant assumes that City staff will provide written responses to all public inquiries and/or other agencies.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Display boards and/or maps (up to 4 total)*
- *Event Summary Reports*

Task 120.12: Infrastructure Report and Analysis

The Consultant will provide a summary assessment of existing infrastructure systems affecting the Subarea planning area. The assessment will include an overview of the current street network and transportation system, non-motorized access, bicycle and pedestrian infrastructure, current transit services, traffic, utilities, water, storm drainage, and sanitary sewer plans for the Subarea. The assessment will rely on data collected as a part of Task 110: Data Collection / Base Mapping along with previous assessments completed by for the City.

The Consultant will review publicly available data sources or additional background studies and reports that are provided and prepare an existing conditions assessment inventory. For municipal utilities the assessment will include the review of publicly available data, prior studies, comprehensive facility plans, and background data provided by municipal agencies to identify and describe existing utilities and service capacity for water, sewer, storm drainage, and irrigation services. No additional fieldwork or field verification of existing utilities will be completed as part of this task.

Following a determination of EIS alternatives, utilities and transportation will be evaluated by developing anticipated increase in demand and determining whether existing infrastructure improvements may be required beyond those currently planned. Assumptions will be based on general planning standards and no modeling or engineering will be completed as part of the effort. As applicable, the consultant will identify level (threshold) of new residential/employment development that would trigger need for new or expanded utilities. Analysis included in this proposal assumes that the subarea pan will not increase development capacity beyond those currently anticipated in the existing City zoning and comp plan.

Subtask 120.12.1 Traffic Impact Study / Transportation Compliance Letter

The Consultant will conduct a traffic analysis associated with the Port Orchard Downtown and County Government Campus Subarea Plan and Planned Action EIS. Items included in this task include:

- Project administration and quality control. Prepare regular status reports and project invoices.
- Summarize existing conditions, including the following elements:

- Vehicular conditions, including circulation, functional classification, Levels of Service, and existing LOS deficiencies.
- Nonmotorized conditions, including pedestrian/bicycle facilities, public transit, and water transportation.
- Confirm subarea alternatives which will be provided by GGLO staff. Subarea alternatives may include land use (zoning) and transportation network changes. TSI will confirm understanding of alternatives with GGLO before proceeding to future conditions analysis. Subarea alternatives may be developed iteratively based on results of future LOS results and identified thresholds for new residential and commercial development.
- Analyze future (2040) conditions for up to 2 alternatives in addition to a baseline scenario. The future conditions analysis will include the following elements:
 - Alternative description, including development forecasts, network improvements, and areawide PM peak hour trip generation forecasts
 - Street network characteristics, including access and circulation, functional classification, street design characteristics,
 - Vehicular operations, including intersection and segment LOS results and anticipated LOS deficiencies based on Port Orchard and WSDOT LOS policy.
 - Nonmotorized access and circulation, including pedestrian/bicycle facilities, public transit, and water transportation
 - This task includes up to 4 hours of Transportation Solutions staff time to review future conditions results and possible network deficiencies with GGLO and City staff. Results may be used to revise subarea alternatives identified in Task 3.
- Summarize findings and recommendations in technical report. Report will describe methods and assumptions, existing conditions, future alternatives, and future conditions for each alternative. Recommended transportation improvement projects will be identified as necessary.
- Review findings and recommendations with GGLO and City staff, as necessary. This task includes up to 4 hours of Transportation Solutions staff time to participate in conference calls or in-person meetings, as necessary.

Deliverable:

- *Interim Draft Infrastructure Summary Report*
- *Draft and Final Traffic Analysis Results Memorandum/Recommendations (preferred alternative)*
- *Subarea Plan Transportation Network Recommendations Map and Narrative*

Subtask 120.12.2: Water / Sewer Improvement needs and thresholds

The Consultant will rely on existing City, State, and other local sources of information to develop an inventory of existing conditions. No field investigation, field survey, modeling, or any type of stormwater management design is proposed as part of the subarea plan/EIS effort. Scope within this task includes:

- Provide a general description of the previous water and sanitary sewer study and planning conducted by the City.
- Provide a general description of the current water and sanitary sewer system including:
 - Existing water supply, storage, and distribution
 - Current capacity and demand
 - Capacity and current flows to the Port Orchard/West Sound Utility District Wastewater Treatment Facility
 - Wastewater facilities and infrastructure

- Describe any previously identified system constraints.
- Describe any previously identified water or sanitary sewer system capacity improvements that would be necessary to mitigate existing constraints.
- Provide a general description of the water or sanitary sewer system demands anticipated under subarea plan development assumptions and relationship to previous planning.
- Indicate general system improvements needed to accommodate the future demands required beyond those previously identified, if any.

Deliverable:

- *Interim Draft Infrastructure Summary Memorandum describing existing water and sanitary sewer utility system within the subarea and previous planning efforts.*
- *Final water and sanitary sewer infrastructure Memorandum identifying currently planned or future potentially required improvements to support the subarea plan.*

Subtask 120.12.3: Stormwater Improvement needs and thresholds

The Consultant will rely on existing City, State, and other local sources of information to develop an inventory of existing conditions. No field investigation, field survey, modeling, or any type of stormwater management design is proposed as part of the subarea plan/EIS effort. Scope within this task includes:

- Provide a general description of the previous drainage basin planning conducted by the City.
- Provide a general description of the current stormwater system including a written summary and existing system mapping.
- Describe any previously identified system constraints.
- Describe any previously identified stormwater system improvements that would be necessary to mitigate existing constraints.
- Provide a general description of the stormwater runoff conditions anticipated under subarea plan development assumptions and relationship to previous drainage basin planning. Identify potentially opportunities for direct outflow locations and required measures.
- Indicate general stormwater system improvement required beyond those previously identified, if any.

Deliverable:

- *Interim Draft Infrastructure Summary Memorandum describing existing stormwater utility system within the subarea and previous planning efforts.*
- *Final Stormwater infrastructure Memorandum identifying currently planned or future potentially required improvements to support the subarea plan.*

Task 120.13: Draft EIS

In this task, the Consultant will prepare a Draft EIS (DEIS) for review by the City. Following incorporation of the City's comments, the Consultant will provide a PDF of the Draft EIS for the City to publish.

Key assumptions/considerations for the EIS include the following:

- The team will work with the City to define tasks for producing a planned action EIS in support of the subarea plan. As such, the overall objective will be to provide certainty for future, site-specific development proposals and greatly facilitate the permitting process for such projects.
- Preparation of the Subarea Plan and EIS will be an iterative process with the EIS helping to inform and shape key elements of the plan.

- The EIS will be formatted to provide an overall analysis of the entire subarea planning area, with a focus of analysis for up to three focus areas. Two of the focus areas will be located in the Downtown area and one will be located in the County Government campus area. It is assumed that the EIS development assumptions for the areas outside of the focus areas (such as Residential 1 and 2 zoned areas) will continue as existing use and density.
- The GGLO team will work with the City of define the boundaries of the focus areas for SEPA EIS review.
- The EIS will evaluate the direct, indirect, cumulative and construction-related impacts associated with up to two alternatives and the No Action Alternative.
- Technical input (technical memos) for the EIS will include the following existing City of Port Orchard technical team members: Transportation (Transportation Solutions Inc.); and Utilities (BHC, Inc. for water and sewer, and Reid Middleton for stormwater).
- The Land Use and Population/Employment sections will be based, in part, on GGLO and Heartland information provided as part of subarea planning.
- The Aesthetics section will include visual simulations provided by GGLO.
- The EIS will identify measures that if implemented, could mitigate the impacts identified. The EIS will link mitigation to development thresholds, as appropriate. The identified mitigation thresholds will also support the Planned Action Ordinance.
- The City of Port Orchard will distribute all public notices, the Draft EIS and the Final EIS.

This scope of work assumes that only the following elements of the environment are relevant and will be addressed in the DEIS:

- Cover
- Fact sheet
- Distribution list
- Table of contents
- Summary
- Alternatives including:
 - No action (development under current plan/zoning)
 - Two (2) alternative development scenarios
- It is assumed that at this point (prior to EIS scoping) that the EIS will evaluate the following elements of the environment:
 - Land Use/Relationship to Plans and Policies
 - Population/Employment
 - Housing
 - Aesthetics
 - Utilities
 - Transportation
- Any additional items required as a result of the scoping process to be an additional service.

Items included in the DEIS phase include:

- Coordinate with the City of Port Orchard and the GGLO team regarding finalization of EIS scope and team member's responsibilities.
- Coordinate with the City and GGLO team regarding information necessary for the Draft EIS.
- Update the Information Needs Memo based on the finalized scope and team information needs.

- Review and comment on the draft technical reports/information, including reports/information related to Water (Reid Middleton for stormwater); Transportation (Transportation Solutions Inc.); and, Utilities (BHC, Inc. for water and sewer).
- Coordinate with the GGLO team regarding input related to land use density/height assumptions, population, employment, housing, and visual simulations.
- Serve as principal author of the Preliminary Draft EIS, including Fact Sheet, Summary Chapter, EIS Sections (including Land Use/Relationship to Plans & Policies, Population/Employment, Housing, and Aesthetics).
- Produce the Preliminary Draft EIS and submit (electronically) to the City and GGLO for review and comment.
- Revise the Preliminary Draft EIS based on comments received; submit the Updated Preliminary Draft EIS to the City (a total of two rounds of review assumed).
- Coordinate production of the Draft EIS for issuance.
- Attend the Draft EIS public meeting organized and run by the GGLO team and City.
- Participate in up to 5 team meetings (held in Seattle) or conference calls throughout the Draft EIS phase (Phase II).

The PDEIS will be provided to the City for review and comment in one round of revisions before the Consultant finalizes the Draft EIS. The Consultant will review and respond to the comments, either incorporating them into the document or explaining why the comment did not result in a change. Upon resolution the Draft EIS will be finalized as a PDF document and provided to the City for publication.

Deliverable:

- *Initial DEIS and final Draft EIS*
- *Draft and final Notice of DEIS Availability Suitable for City Publication and Legal Notices and Distribution*

Task 120.14: Community Engagement – Draft EIS / Alternatives

The Consultant will provide presentation material and support as required for the EIS Scoping public meeting. The Consultant will prepare graphic, content and presentation materials, and be prepared to assist the City staff for up to one (1) Public Meetings. The consultant will produce materials for events (informational handouts/fact sheets, display board and maps) in coordination with the City. The City and Consultant will jointly staff outreach events. The consultant assumes that City staff will provide written responses to all public inquiries and/or other agencies.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Display boards and/or maps (up to 4 total)*
- *Online input and responses (up to 30)*
- *Event Summary Reports*

Public Review of Draft EIS

The Draft EIS will be published for a minimum thirty (30) day public comment period. The Consultant will prepare a draft Notice of Availability for the City's review. The City will distribute the notice availability and/or the Draft EIS per state and local requirements, pursuant to WAC 197-11-455, to its established

SEPA distribution list and others who may have requested the document during scoping. The City will be responsible for reproduction and distribution of the Draft EIS. This scope assumes that one of the project public meetings will be during the public comment period for the Draft EIS and this forum can be used as an additional method to obtain public comments. The Consultant will provide a method for written comments to be collected by the City and will provide technical staff to attend to provide information and respond to questions on the Draft EIS.

The City will be responsible for reviewing the written comments submitted to the City on the Draft EIS. The City will provide the Consultant with a complete electronic record of all comments received. The scope and costs for the EIS assume that a maximum of thirty (30) distinct individual substantive comments will need to be reviewed and require responses. In addition, the scope assumes that no new analysis or alternatives will be required as a result of the EIS comments. The Consultant will review and evaluate the comments and provide the City with a summary matrix of substantive comments and proposed method of response. The matrix will be reviewed in a meeting with the City.

Deliverable:

- *Preparation of digital presentation materials and attendance as required at up to (1) public meeting.*
- *Summary Matrix of Substantive Comments and Method of Response*

PHAES 130: FINAL PLAN / EIS-PAO / APPROVAL PROCESS

Task 130.15: Final Environmental Impact Statement (Final EIS) / Planned Action Ordinance (PAO)

Subtask 130.15.1: Final Environmental Impact Statement (Final EIS)

Following receipt of the comments on the Draft EIS, WAC 197-11-560 specifies that a Final EIS shall consider the public and agency comments on the Draft EIS. Items included in this task include:

- Coordinate with the City to receive copies of all comment letters and e-mails received regarding the Draft EIS during the Draft EIS public comment period. Review all comments, as well as the Draft EIS public hearing testimony to identify substantive comments that require responses.
- Schedule and participate in a zoom meeting involving the City, GGLO team, and other members of the project team to:
 - confirm all substantive comments that require a response; and
 - confirm whether any comments require additional analyses.
- Distribute comment letters with identified comments to applicable consultant team members and assign responsibilities for preparation of responses to specific comments (written comments and testimony).
- Prepare responses to comments assigned to EA.
- Internally review and edit all comment responses (and analyses) prepared by members of the project team.
- Incorporate responses into the format of a preliminary Final EIS and internally edit that document.
- Submit copies of the preliminary Final EIS to the City for review.
- Revise the Preliminary Final EIS based on comments from the City; submit the Updated Preliminary to the City (a total of two rounds of review assumed).
- Coordinate production of the Final EIS for issuance.
- Attend up to 4 zoom conference calls throughout the Final EIS phase.

The Scope of Work for the Final EIS may not be fully estimated until completion of the Draft EIS and review of the agency and public comments on the Draft EIS has been completed. A final, separate Scope of Work for the Final EIS will be re-evaluated after results of the public comments have been received on the Draft EIS. If additional analysis is required a separate scope and fee can be provided.

Once complete, a draft Final EIS would be provided to the City for one round of review and the Consultant would incorporate comments into a Final EIS. The Final EIS would be provided to the City in a PDF format. No action can be taken on the plan, PAO or any other permits until 7 days following completion of the Final EIS.

Deliverable:

- *Draft Final and Final EIS in digital PDF format*

Subtask 130.15.2: Planned Action Ordinance

A Planned Action is implemented through a planned action ordinance (PAO) adopted by the City Council. A draft PAO will be developed to accompany the subarea plan as it is considered for recommendation and adoption by the Planning Commission and City Council. The PAO will be consistent with RCW 43.21C.031, WAC 109-11-164-172 and VMC 20/790.530. The planned action will include maximum development thresholds (units or square feet) for the subareas, allowed land uses, mitigation measures and other criteria that must be met for a project proposed within the subarea to qualify as a planned action and not require a formal SEPA threshold determination. Future projects that are consistent with PAO requirements can be determined by the City as a Planned Action and no further SEPA compliance may be required.

The Consultant will provide assistance to the City to prepare a project level draft and final PAO. The PAO is anticipated to include the subarea plan development thresholds such as maximum development threshold (units or square feet) for various proposed uses in the subarea, allowed land uses, mitigation measures and other applicable criteria. The ordinance will be prepared consistent with the requirements of WAC 197-11-168 and will include:

- Purpose
- Findings
- Procedure and Criteria for evaluating projects as planned actions
- Other standard ordinance sections.
- Required mitigation measures and development thresholds will be included in an appendix to the ordinance and will be based on the subarea plan and FEIS.

The City will lead the adoption of the PAO by the City Council. The Consultant will provide support for staff during the legislative adoption process.

Deliverable:

- *Draft - Final PAO outline memo and comments in digital PDF format (assume 10 labor hours)*

Task 130.16: Final Sub Area Plan

Based on input received from the City project team, work sessions, and required content edits from the City, the Consultant will provide a Draft-Final Subarea Plan document to the City. The Subarea Plan

document will be provided in digital PDF format for City review and use. The City will be responsible for providing all comments in writing and submittal to the Planning Commission and City Council as part of the plan approval process.

Deliverable:

- *Draft - Final Subarea Plan in digital PDF format.*

Task 130.17: Final Reporting / Planned Action Ordinance Adoption

Upon final approval / adoption of the POSP, Environmental Impact Statement (EIS) and Planned Action Ordinance (PAO), the Consultant will consolidate all project files and forward that material to the City as required. A final project close-out will occur once the City has received all applicable information. The consultant will attend up to one (1) meeting as part of the final approval process and be available as required to respond to questions from the City.

Deliverable:

- *Final Report Delivery (Electronic PDF files)*

Project Assumptions

- The subarea will be completed at a neighborhood scale conceptual level with massing only as required for the EIS and will not include detailed site design.
- All internal project meetings will be via conference call or will be held at GGLO's downtown Seattle office.
- City of Port Orchard EIS comments will primarily be provided as direct edits, with no new analysis or alternatives required.
- The City of Port Orchard will distribute all public notices, the Draft EIS and the Final EIS.
- EIS Issuance - EA Engineering will produce a limited number of CDs (approximately 25) and hardcopies (approximately 10) of the Draft EIS for the City. We will also prepare pdf files of the document to be placed on the City's website (this is the primary way the document will be made available to the public).

The tasks noted below have not been completed and are **NOT a part of this Scope of Work.**

- Site Boundary / Topographic Survey Data*
- Additional coordination with agencies other than PSRC
- Additional Public Outreach (beyond this Scope of Services)
- Additional meetings other than those specifically included in Basic Services.
- Additional design, engineering or other studies/analyses
- Study Models or Presentation Models.
- Rendered/Colored Perspectives and 3-D modeling, other than what is identified.
- Marketing Information such as brochures, exhibits, etc.
- Landscape Design
- Constructability Consultant / Value Engineering Exercise
- Detailed site design or Final design
- Engineering/design for site development
- Other items not currently identified/anticipated in this proposal.

* Topographic survey to include mapping of the site study area, all utilities, above ground utility structures, existing building foot prints, street improvements, edge of all hard and pervious surfaces, public water,

storm and sanitary sewer structures with pipe invert elevations, existing vegetation, trees and larger drop line radius of trees. All surfaces will be mapped on an approximate 50-foot grid or less including sufficient break lines to allow for an accurate 1-foot contour interval.

Included Meetings (in-person)

1. PSRC Meeting (at PSRC)
2. Project Leadership – Workshop / Team Kick-off (at GGLO)
3. Stakeholder Outreach (up to 2 meetings, one trip to Port Orchard)
4. Public Engagement – Kick-off (at City of Port Orchard)
5. Public Engagement – EIS Scoping (at City of Port Orchard)
6. Project Leadership – Alternatives (at GGLO)
7. Public Engagement – EIS Alternatives (at City of Port Orchard)
8. Public Adoption Meeting (at City of Port Orchard)

Meeting Notes:

- All other meetings / check-ins will be video conference calls via zoom.
- GGLO will attend all meetings.
- EA will attend meetings #: 2,4,5,6,7,8
- Heartland will attend meetings #: 2

Exhibit C: Fee Table

Port Orchard Subarea Plan and Planned Action EIS (POSP)

Port Orchard, WA

1/9/2019

TEAM MEMBER	TASK	TASK 100 SUBAREA PLAN KICK-OFF / ANALYSIS	TASK 110 INITIAL VISIONING	TASK 120 DESIGN & EXPLORATION / EIS PHASE 1 & 2	TASK 130 FINAL EIS-PAO / PLAN APPROVAL	TOTAL
TERMS						
LABOR						
GGLO	Hourly Estimate	\$18,000	\$16,000	\$36,500	\$15,000	\$85,500
EA* - Environmental	Hourly Estimate	\$0	\$0	\$55,550	\$12,650	\$68,200
Heartland* - Real Estate Advisory	Hourly Estimate	\$19,800	\$0	\$0	\$0	\$19,800
	Subtotal	\$ 37,800	\$ 16,000	\$ 92,050	\$ 27,650	\$ 173,500
Engineering / Infrastructure / Transportation						
TSI* - Transportation	Hourly Estimate	\$0	\$0	\$9,405	\$0	\$9,405
Reid Middleton* - Storm Water	Hourly Estimate	\$0	\$0	\$8,800	\$0	\$8,800
BHC* - Water / Sanitary	Hourly Estimate	\$0	\$0	\$13,640	\$0	\$13,640
	Subtotal	\$ -	\$ -	\$ 31,845	\$ -	\$ 31,845
**Estimated Reimbursable Expenses						
Project Team	Estimate	\$ -	\$ 500	\$ 500	\$ 500	\$ 1,500
TOTAL		\$ 37,800	\$ 16,500	\$ 124,395	\$ 28,150	\$ 206,845

*Consultant fees included GGLO 10% administration fee

**Reimbursable expenses - are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

EXHIBIT C.2

BILLING RATES & TERMS

Terms of Agreement – Billing Rates

Date of Agreement: 01/09/2019
Project: Port Orchard Subarea Plan and Planned Action EIS (POSP)
Project No.: 2019099.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis up to an agreed upon not to exceed. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. GGLO - 2020 HOURLY BILLING RATES

Principal III	\$290
Principal II	\$255
Principal I	\$220
Senior Architect III	\$200
Senior Architect II	\$190
Senior Architect I	\$180
Architect II	\$155
Architect I	\$145
Designer II	\$125
Designer I	\$115
Senior Landscape Architect III	\$180
Senior Landscape Architect II	\$170
Senior Landscape Architect I	\$160
Landscape Architect II	\$150
Landscape Architect I	\$135
Landscape Designer II	\$125
Landscape Designer I	\$115
Senior Urban Designer III	\$200
Senior Urban Designer II	\$190
Senior Urban Designer I	\$180
Urban Designer IV	\$155
Urban Designer III	\$145
Urban Designer II	\$125
Admin. – Manager	\$180
Administrative Staff	\$130

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; long distance telephone charges; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

See City of Port Orchard Professional Services Agreement.

EA Engineering, Science, and Technology, Inc., PBC.

2020 Billing Rates

T. McCann	QC Review (Planner VI)	240
R. Schipanski	Project Director (Planner VI)	225
G. Brunner	Project Manager (Planner V)	195
M. Sarlitto	Project Manager (Planner V)	160
J. Ding	Planner (Planner IV)	135
K. Hollinger	Planner (Planner IV)	135
H. Dennis	Planner (Planner I)	80

Other Rates

Auto mileage, per mile \$0.58

In-house photo copies, per page \$0.15

Handling charge on subcontractors and expenses 10%

Rates are good through December 2020.

HEARTLAND

CONSULTING FEES AND REIMBURSEMENT SCHEDULE *Effective January 1, 2019*

HOURLY BILLING RATES:

James Reinhardsen	\$470
John Shaw	\$410
Matt Anderson	\$350
Chris Fiori	\$280
Doug Larson	\$280
Deva Hasson	\$280
David Armitage	\$260
Erica Buckley	\$250
Lee Striar	\$230
Mark Goodman	\$220
Lanzi Li	\$210
Ben Wharton	\$210
Spencer Esau	\$180
Evan Schneider	\$180
Jenny Score	\$160
Tyson Heriot	\$140
Stephen Russell	\$100
Graduate Intern	\$90
Research Assistant/Graphic Assistant	\$50

(Note: General office overhead and general clerical work are incorporated in these hourly rates)

REIMBURSABLE COSTS:

Copies - color 11 x17	\$1.50 each
Copies - color 8-1/2 x 11	\$.75 each
Copies of large format originals - all types	Cost
Mileage	\$.58/mile
Parking and tolls	Cost
Postage and delivery	Cost
Out-of-house productions	Cost
Large format prints	\$8.50/sf
Mounting on presentation board	\$3.75/sf
Travel - airfare, car rental, lodging and meals	Cost plus 2%

RATES ARE SUBJECT TO ANNUAL INCREASES



8250 - 165th Avenue NE
 Suite 100
 Redmond, WA 98052-6628
 T 425-883-4134
 F 425-867-0898
 www.tsinw.com

Transportation Solutions, Inc.

**2019
 HOURLY BILLING RATES**

Name	Title	Hourly Labor Billing Rate
Victor L. Salemann	Principal	\$235.00
Jeff S. Elekes	Director	\$215.00
David D. Markley	Principal	\$235.00
Andrew L. Bratlien	Sr. Tr. Engineer	\$168.50
Michelle L. Mach	Sr. Tr. Engineer	\$168.50
Jeffrey P.K. Hee	Sr. Tr. Engineer	\$168.50
Mary Ann Olson	Engineer IV	\$145.00
Akmal Siddiqui	ADA Services Specialist	\$145.00
Phil McDonald	Sr. Engineering Tech	\$120.00
Jennifer Salemann	Planner I	\$98.00
Jill Berberich	Project Administrator	\$115.00
Staff	Engineering Technician	\$ 60-95

EXPENSES

Reimbursable Expenses	Direct Cost no Markup
Sub-consultant invoices	Direct Cost no Markup

Billing rates are subject to change.

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2019 through June 30, 2020

I. Personnel	Hourly Rate
Principal	\$ 205.00 - \$ 260.00
Principal Engineer/Principal Planner/Principal Surveyor	\$ 205.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 180.00 - \$ 205.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	\$ 140.00 - \$ 175.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 115.00 - \$ 140.00
Designer I/Planner/CAD Technician II	\$ 105.00 - \$ 125.00
Project Administrator	\$ 100.00 - \$ 120.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 90.00 - \$ 110.00

Survey Crew (1 Person/RTK/Robotic/Scanning)	\$ 135.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	\$ 185.00
Survey Crew (3 Person/ RTK/Robotic/Scanning)	\$ 235.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.58/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances	
<p>Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.</p>	

2020 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$245 - \$286
Senior Structural Engineer	\$230 - \$255
Senior Electrical Engineer	\$225 - \$255
Senior Project Manager	\$220 - \$245
Senior Engineer	\$180 - \$275
Project Engineer	\$135 - \$200
Staff Engineer	\$120 - \$160
Planning Manager	\$165 - \$220
Senior Planner	\$150 - \$165
Planner	\$100 - \$125
GIS Specialist*	\$120 - \$130
Field Inspector & Building Inspectors*	\$120 - \$170
Building Code Compliance Review	\$100 - \$250
CAD Manager*	\$160 - \$180
Draftsperson*	\$110 - \$140
Project Administrator*	\$110 - \$135
Project Assistant/Word Processor*	\$110 - \$120

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as “non-exempt” (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

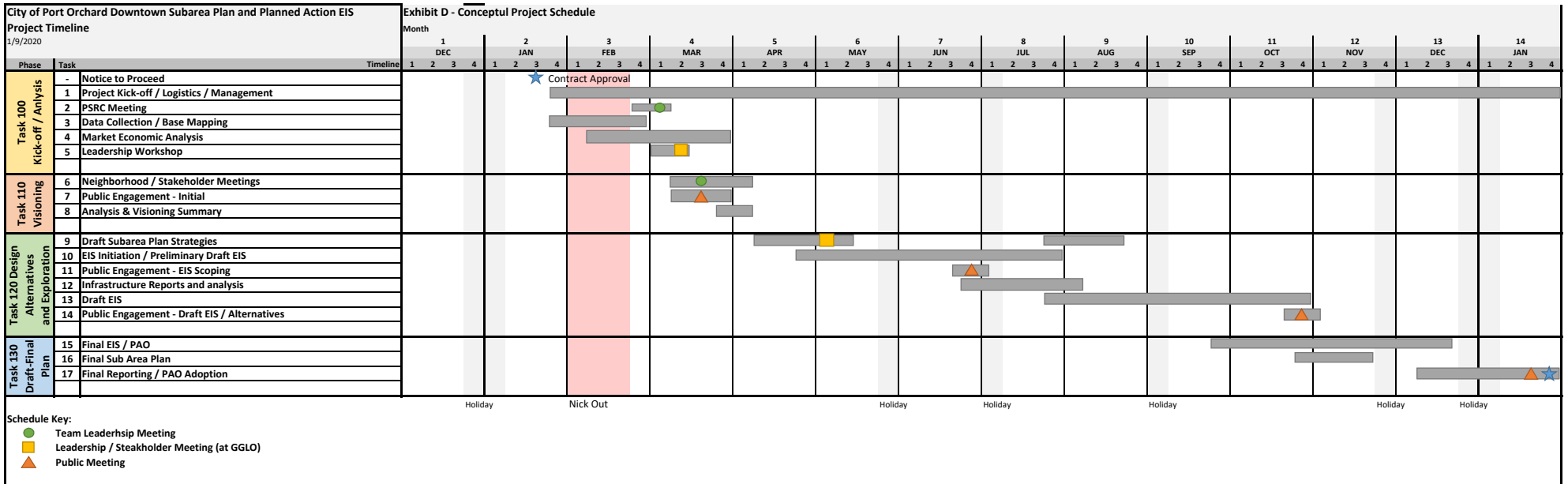
Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2020 through December 31, 2020, and will be adjusted thereafter.





City of Port Orchard Work Study Session Executive Summary

Issue Title: Job Description Authority Ordinance

Meeting Date: April 21, 2020

Time Required: 15 minutes

Attendees: None

Action Requested At This Meeting:

Issue: The level of detail in a good job description typically requires frequent updating as positions evolve within an organization and duties and responsibilities are removed from or newly required of the incumbent.

Background: There is some gray area in the law as to who has the authority to approve the actual job descriptions. The law is clear that the council can delegate that authority.

Governor Inslee's Proclamation 20-28: This item is [check all that apply]: COVID-19 related; necessary and routine, for the following reasons: provide direction to staff for business operations, the final action on this to be done after the COVID-19 crisis is over.

Alternatives: Require all job descriptions, new and revised to come to council for approval.

Recommendation: For the expediency of maintenance and creation of job descriptions, staff is proposing that the Council delegate authority to the Mayor for the final creation of and editing of existing job descriptions. Council will retain their authority to approve positions, determine the general purpose of each position and set the salary range for each position. This ordinance will delegate to the Mayor the authority to produce the final job description document and change job descriptions as necessary provided that the Mayor notify the Council in much the same manner as is currently done for personnel policies.

Relationship to Comprehensive Plan: None.

Attachments: Draft Ordinance

Follow-up Notes & Outcomes:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PERSONNEL; DELEGATING AUTHORITY TO THE MAYOR SET FORTH IN RCW 35A.11.020 FOR CREATION AND MODIFICATION OF JOB DESCRIPTIONS; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to RCW 35A.11.020 and 35A.12.020, the City Council has the authority to define the functions, powers, and duties of the City's appointive officers and employees, and that this authority is delegable; and

WHEREAS, that power includes both the authority to create new positions for the City, and to establish the duties for newly created positions; and

WHEREAS, new positions are created by the City Council through the budget process, or by ordinance if created between budget cycles; and

WHEREAS, once created, pursuant to RCW 35A.12.090, the Mayor has the power of appointment and removal of all appointive officers and employees, subject to Council confirmation where required by ordinance; and

WHEREAS, the City Council finds that a limited delegation of its authority under RCW 35A.11.020 and 35A.12.020 is warranted as the Mayor's administrative role is best suited to the efficient development, approval and implementation of detailed job descriptions consistent with the general duties for each appointive officer and employee of the City set by the Council; **NOW, THEREFORE,**

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

SECTION 1. Findings and Recitals. The recitals set forth above are hereby adopted and incorporated as findings in support of this Ordinance.

SECTION 2. Delegation of Authority. The City Council hereby delegates authority to the Mayor to establish and later amend as needed job descriptions for all appointive officers and employment positions created by the City Council. All job descriptions shall be consistent with the general qualifications and duties assigned by the City Council at the time the position is created by the Council, including those duties assigned to appointive positions at Chapter 2.08 of the Port Orchard Municipal Code. The Mayor shall report to the City Council when a job description is created or altered, consistent with this delegation. That report shall occur within ninety (90) days of the Mayor's action.

SECTION 3. Ratification. The City Council hereby ratifies and affirms any act consistent with the authority and prior to the effective date of this Ordinance.

SECTION 4. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 5. 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 6. Effective Date. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

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 __ day of _____ 2020.

Robert Putansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

XXX, Councilmember