



**City of Port Orchard Council Work Study Session**  
**July 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  
E/D & Tourism Committee, **Chair**  
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, **Chair**  
KRCC-alt

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

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

Scott Diener  
Land Use Committee, **Chair**  
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

**Meeting Location:**

Council Chambers, 3<sup>rd</sup> Floor  
216 Prospect Street  
Port Orchard, WA 98366

**Contact us:**

(360) 876-4407  
cityhall@cityofportorchard.us

***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, 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://us02web.zoom.us/j/89844929226>

**Zoom Meeting ID:** 898 4492 9226

**Zoom Call-In:** 1 253 215 8782

1. Sanitary Sewer Capital Facility Charges (CFC's) (Dorsey/J. Brown/K. Isakson) **Page 2**  
Estimated Time: 30 Minutes
2. Community Event Center – Contract with Rice Fergus Miller and Amendment to the Interlocal Agreement (Bond) **Page 8**  
Estimated Time: 20 Minutes
3. Kitsap Transit SR-16 Park and Ride Study (Bond) **Page 52**  
Estimated Time: 25 Minutes
4. Council 2021-2022 Budget Kickoff (Crocker) **Page 68**  
Estimated Time: 30 Minutes



## City of Port Orchard Work Study Session Executive Summary

---

**Issue Title:** Sanitary Sewer Capital Facility Charges (CFC's)  
**Meeting Date:** July 21, 2020  
**Time Required:** 30 Minutes  
**Attendees:** Katy Isaksen – Katy Isaksen & Associates and Jacki Brown – Utility Manager

**Action Requested At This Meeting:** Staff is requesting direction on future actions needed to adopt the proposed amendments to Chapter 13.04.025 POMC – Fee Schedule, Sewer Connection Fees.

**Issue:** As an outcome of recent planned development activity throughout the city and the completion of the sanitary sewer system modeling, the Capital Improvement Project (CIP) list for the sanitary sewer system has been updated and an amendment to the City's 2016 General Sewer Plan (GSP) is needed. As a function of this amendment, the sewer CFC's should be updated as well to provide the necessary revenue to ensure the completion of the required CIP's.

**Background:** In 2016, Katy Isaksen & Associates (KI&A) worked with the City on the GAP Analysis for both Water and Sanitary Sewer, whereby Rates were modified and the CFC's were adjusted. On March 23, 2020, the City executed Contract C035-20 with Katy Isaksen Associates for the Sewer Capital Facility Charge Update.

**Recommendation:** Update the Sewer CFC's

**Follow-up Notes & Outcomes:**

**Attachments:** Sewer CFC Calculation.

**City of Port Orchard  
Sewer Capital Facilities Charge (CFC) Update**

Prepared by KI&A

Recommended, July 2020



**Introduction**

Katy Isaksen & Associates (KI&A) was contracted by the City of Port Orchard to update the Sewer CFC calculation. All new development or upsized redevelopment pays a Sewer CFC for the right to connect into the sewer system. The Sewer CFC is the fair share of the costs of the system in place and planned for the next six years in the City's Comprehensive Plan. The costs are divided by the number of equivalent residential units (ERU's) at the end of the six-year period. The current Sewer CFC was adopted in 2016 and became effective January 2017.

The sewer system in the City of Port Orchard consists of two components: treatment facilities and collection system (City facilities). The wastewater treatment facilities are jointly owned with West Sound Utility District (WSUD) and a treatment facility fee is collected. In addition, the City charges the Sewer CFC for the City-owned portion of the facilities. This update addresses only the City portion of the system. New connections will pay both fees.

**Sewer Capital Facilities Charge (CFC)**

Current charge based equivalent residential units (ERU)

Residential = 1 ERU per dwelling unit.

Non-residential ERU = 180 gallons per day

**SEWER**

Component	Existing Charge		Recommended Charge
WW Treatment Facilities**	\$3,597.37	per ERU	\$3,597
<b>City Sewer Facilities</b>	<b>\$5,157.00</b>	per ERU	<b>\$7,680</b>
Combined Sewer Facilities	\$8,754.37	per ERU	\$11,277

\*\*WW Treatment Facility Fee passed-through for joint WWTF, however

McCormick Land Co. Div. 1-10 pays \$881.25 per ERU per POMC 13.04.040

**Future Updates**

It is recommended that the Sewer CFC be updated annually by the Consumer Price Index (CPI) to keep the charge current as inflation increases the cost of future projects. And to update the calculation with the next Comprehensive Plan update.

City of Port Orchard  
Sewer Capital Facility Charge Calculation

Recommended, July 2020

Combined W/S Assets	Original Cost	Sewer	
Water/Sewer Combined Assets	\$3,614,100		
Combined W/.S Assets	\$3,614,100		
Split 50/50		\$1,807,050	
Subtotal Combined Assets		\$1,807,050	
<b>Utility Fixed Assets - Sewer</b>			
Utility Mains		\$15,172,269	
Utility Services		\$1,631,340	all new customers provide their own
Other Utility Plant		\$7,436,909	
Subtotal Fixed Assets		\$24,240,518	as of 12/31/18

Sewer Capital Facilities Charge	Cost	
<b>EXISTING FACILITIES</b>		
<b>Existing Sewer Plant</b>	\$24,240,518	at original cost
Add: Sewer share Combined Assets	\$1,807,050	split 50/50
Less: Services	-\$1,631,340	all connections must provide
Adjust for Outstanding Debt	\$0	
Subtotal Existing Sewer Plant	\$24,416,228	

**City of Port Orchard**  
**Sewer Capital Facility Charge Calculation**

Recommended, July 2020

Based on Utility Assets from Fixed Asset Report through 12/31/2018

Sewer Capital Facilities Charge	Cost	ERU's	Cost per ERU	
<b>Base: EXISTING &amp; FUTURE FACILITIES</b>				
<b>Existing Sewer Plant</b>	\$24,240,518			at original cost
Add: Sewer share Combined Assets	\$1,807,050			split 50/50
Less: Services	-\$1,631,340			all connections must provide
Adjust for Outstanding Debt	\$0			
Subtotal Existing Sewer Plant	\$24,416,228			
<b>Future Sewer Improvements</b>				
Six-Year CIP (\$2019)	\$20,112,500			
developer	\$20,112,500			
Sewer Facilities Cost per ERU	\$44,528,728	6612	\$6,735	without allowable interest
Add State B&O Tax @ 1.5%			\$101	
<b>Total Sewer Facilities Cost per ERU</b>			<b>\$6,836</b>	<b>before allowable interest</b>

<b>A: WITH EXISTIING, FUTURE &amp; 50% ALLOWABLE INTEREST - Current Method</b>					<b>B. 100% Allow Int.</b>
Existing Sewer Plant	\$24,416,228				\$24,416,228
50% Allowable Interest up to 10-years	\$5,501,960				\$11,003,920
Subtotal Existing Plant with Interest	\$29,918,188				\$35,420,148
Future Sewer Improvements (\$2019)	\$20,112,500				\$20,112,500
					\$55,532,648
Sewer Facilities Cost per ERU with interest	\$50,030,688	6612	\$7,567	with allowable interest up to 10-years	\$8,399
Add State B&O Tax @ 1.5%			\$113		\$126
<b>Total Sewer Facilities Cost per ERU</b>			<b>\$7,680</b>	<b>with tax &amp; allowable interest</b>	<b>\$8,525</b>

<b>Credit calculated for new connections that have paid directly for sewer mains (latecomer, LID, developer extension, etc.)</b>					<b>Credit @ 100% Int.</b>
Credit for new connections providing sewer mains	\$15,172,269	6612	\$2,295		
Credit for new sewer mains with 50% interest	\$19,213,255	6612	<b>\$2,906</b>		\$3,517

**Alternatives for Discussion:**

Sewer Capital Facilities Charge Alternatives	Cost per ERU	
Current CFC	\$5,157	
<b>A. CFC With Existing, Future &amp; 50% Interest Allowed</b>	<b>\$7,680</b>	existing method
B. CFC With Existing, Future & 100% Interest Allowed	\$8,525	
<i>Increase this alternative</i>	<b>\$2,523</b>	

Credits should be available for the Future Sewer Improvements included in the calculation that are funded by developers in excess of individual responsibility.

<b>City of Port Orchard</b>					
<b>Capital Facilities Charge</b>			<b>Recommended, July 2020</b>		
The following CIP tables to be included in Utilities Chapter, City Comprehensive Plan					
Source: BHC memo, updated Sewer Six-Year CIP, 2020					
	<b>Six-Year Sewer CIP</b>	<b>Estimated</b>		<b>2020 CFC</b>	
<b>CIP No.</b>	<b>Project</b>	<b>Project Cost</b>	<b>Percent CFC</b>	<b>Amount</b>	<b>Financing Source</b>
1	Marina Pump Station Improvements	\$8,000,000	50%	\$4,000,000	CFC /rates
2	Bay Street Pump Station Improvements	\$1,300,000	25%	\$325,000	CFC/rates
3	McCormick Pump Station 2	\$4,500,000	100%	\$4,500,000	CFC
4	Eagle Crest Pump Station Generator Set	\$300,000	0%	\$0	rates
5	Albertson's Pump Station Upgrade	\$0	0%	\$0	developer
5A	Bravo Terrace Lift Station and Force Main	\$5,000,000	75%	\$3,750,000	CFC
5B	South Sidney Lift Station	\$2,500,000	100%	\$2,500,000	CFC
5C	North Sidney Lift Station	\$2,500,000	100%	\$2,500,000	CFC
5D	Sidney 2nd Force Main	\$1,537,500	100%	\$1,537,500	CFC
6	McCormick Woods Pump Station 3	\$1,000,000	100%	\$1,000,000	CFC
	<b>Total Six-Year Sewer Improvements</b>	<b>\$26,637,500</b>		<b>\$20,112,500</b>	
<i>Credits may be available for developer-funded portions of "2020 CFC Amount" that exceed individual responsibility.</i>					

**City of Port Orchard  
Capital Facilities Charge**

Recommended, July 2020

**Equivalent Residential Units (ERU's)**

**SEWER**

POMC 13.04.040 Sewer Capital Facility Charge - Extension of Sewer defines a residential ERU = 1 per single-family dwelling unit and non-residential ERU = 1 per 180 gallons per day

Based on Aug. 14, 2019 memo to Sewer Advisory Committee from West Sound Utility District manager:  
Number of ERU's based on the 2019 winter water consumption for the 2020 SKWRF Budget

Existing ERU's - Sewer	2019 ERU Count
Residential	4,557
Commercial	1,294
<b>Total Existing Sewer ERU's</b>	<b>5,851</b>
Six-Year Growth in ERU's Comp plan assumes 2.0% annual or 13% compounded over 6 yrs	0.13
Six-Year Future ERU's	761
<b>Total Sewer ERU's in six-years</b>	<b>6,612</b>



## City of Port Orchard Work Study Session Executive Summary

---

**Issue Title:** Community Event Center – Contract with Rice Fergus Miller and Amendment to Interlocal Agreement

**Meeting Date:** July 21, 2020

**Time Required:** 20 minutes

**Attendees:** Nick Bond, Steve Rice (Rice Fergus Miller)

**Action Requested At This Meeting:** Review proposed professional services contract and scope of work prior to possible action on July 28, 2020. Review proposed revisions to KPFD interlocal agreement prior to possible action on July 28, 2020.

**Issue:** The City Council has been asked to review a proposed contract, scope of work, and fee proposal between the City and Rice Fergus Miller (RFM). The City is also asked to review some minor revisions to the interlocal agreement between the City of Port Orchard and the Kitsap Public Facilities District (KPFD). These two items are closely related and if acceptable in their current proposed form will be brought forward for City Council approval on July 28, 2020.

The attached scope of work from RFM outlines the first phase of design work to be conducted by RFM. The scope details the initial planning and design steps that will be taken prior to preparing a phase 2 scope of work. The design project has been broken into phases because the preferred project site has not been selected and each potential site will have unique needs and costs. Phase 1 includes site review and selection as well as conceptual design work for three site alternatives. At the conclusion of phase 1, the City Council will be asked to select a preferred site, and based on that selection RFM will prepare a phase 2 scope of work and fee proposal. RFM's phase 1 proposal and contract provides for a \$400,000 payment.

The attached redline amendments to contract 082-19 are made to clarify issues at the request of the Finance Department, and to ensure that the approach to site selection and conceptual design as proposed by RFM is clearly supported by the interlocal agreement.



Some of the changes to the KPFD agreement have to do with the timing of a feasibility study that KPFD is required to conduct for the project.

**Background:** In 2019, Port Orchard was awarded funding for the design and construction of a community event center by the Kitsap Public Facilities District. This award is detailed in contract 082-19, and provided for the City to hire an architect to design the building in accordance with a scope of work. In the spring of 2020, the City advertised for Architectural and Engineering services pursuant to RCW 39.80, and received nine statements of qualifications from qualified firms. After an initial screening of the applications, the City narrowed the candidates to the top three firms, and interviews were conducted via Zoom. The City's interview panel consisted of two council members, the mayor, three members of City staff, a representative of the KPFD, and a representative of the Kitsap Library. After interviewing the three candidate firms, the City selected Rice Fergus Miller as the most qualified firm for the project. The City then began negotiating a project scope and fee with RFM, so that a contract could be brought to the KPFD for review and to the City Council for approval. Through the negotiation of the scope of work with RFM, some needed revisions to the KPFD interlocal agreement were identified.

**Alternatives:** Changes to the proposed contract or fee and the interlocal agreement with KPFD could be requested. Changing the interlocal agreement could delay the project by a month or more.

**Recommendation:** Staff recommends that the City Council bring both agreements forward for consideration at the July 28, 2020 City Council meeting.

**Relationship to Comprehensive Plan:** The Community Event Center is proposed as part of the Downtown Subarea Plan and the City's Parks Plan.

**Attachments:** Draft contract. Project Schedule, Project Scope, Project Fees, Contract 082-19, redline proposed revision to contract 082-19.

**Follow-up Notes & Outcomes:** Move forward two contracts for consideration on July 28, 2020.

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 201\_, 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 \_\_\_\_\_, a corporation, organized under the laws of the State of Washington, doing business at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter the “CONSULTANT”)

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

for professional services in connection with the following Project:

\_\_\_\_\_

**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 "\_\_\_\_\_" The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely ~~and~~ in accordance with professional standards of conduct and performance for Consultant’s profession.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Schedule of Work.**

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit “\_\_\_\_\_” 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.

City of Port Orchard and \_\_\_\_\_  
Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_  
U:\Staff Reports\2020\20200721\2 02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx  
Rev 7/18/2019

B. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on \_\_\_\_\_ (“Commencement Date”) and shall terminate \_\_\_\_\_ 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.**

Y LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

Y TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$\_\_\_\_\_ without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

Y TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”

Y OTHER. \_\_\_\_\_

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.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

2 of 11

## 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. ~~[NOTE: DO YOU NEED THIS? N/A?]~~

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.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

3 of 11

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. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2 02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

4 of 11

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 ~~defend~~, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

5 of 11

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.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability (as to Sections C.2 and C.4), 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 the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2 02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

6 of 11

- 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.

**F. Limitations of Liability:**

Rice Fergus Miller’s liability, whether in tort or in contract, for any cause of action shall be limited as follows (a) for insured liabilities, to the amount of insurance then available required under this Agreement to fund any settlement, award or verdict; (b) for uninsured liabilities to one hundred percent (100%) of the fee earned by Rice Fergus Miller under this Agreement.

**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

CONSULTANT  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: 360.876.4407  
 Fax: 360.895.9029

Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**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.

City of Port Orchard and \_\_\_\_\_  
 Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_



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.

## 18. Title VI

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

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2 02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

8 of 11

Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
  2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

9 of 11

CITY OF PORT ORCHARD,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

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

ATTEST/AUTHENTICATE:

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

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

---

*City of Port Orchard and* \_\_\_\_\_

*Public Works Project No.* \_\_\_\_\_

*Professional Service Agreement Contract No.* \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

10 of 11

## APPENDIX A

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

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

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

---

City of Port Orchard and \_\_\_\_\_

Public Works Project No. \_\_\_\_\_

Professional Service Agreement Contract No. \_\_\_\_\_

U:\Staff Reports\2020\20200721\2.02 MASTER 2018 Prof Svcs template SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer).docx

Rev 7/18/2019

11 of 11

**SOUTH KITSAP COMMUNITY EVENTS CENTER  
PHASE 1 PROPOSED SCHEDULE**

			2020				2021				2022																																																																													
			JUL		AUG		SEP		OCT		NOV		DEC		JAN		FEB		MAR																																																																					
			6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	5	12	19	26	2	9	16	23	30	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29
			RFM PHASE 1A CONCEPTUAL DESIGN												RFM PHASE 1B SCHEMATIC DESIGN												MAXIMUM SCHEDULE VARIANCE																																																													
ILA TASK	RFQ TASK	RFM PHASE																																																																																						
	1.1	PROJECT PLANNING	[Gantt bar: Jul 6 - Jul 27]																																																																																					
			7/21 CITY STUDY SESSION - CONTRACT AMENDMENTS																																																																																					
			7/28 CITY BUSINESS SESSION - CONTRACT APPROVAL																																																																																					
1	1.2.1	1A PUBLIC OUTREACH & PROGRAMMING	[Gantt bar: Sep 7 - Oct 5]																																																																																					
	1.2.2	SITE ASSESSMENT & CONCEPT PLAN	[Gantt bar: Aug 3 - Dec 28]																																																																																					
			12/15 CONCEPT DESIGN PRESENTATION																																																																																					
1.4	1.2.3	CITY/KPFD SITE SELECTION	[Vertical bar: Jul 2020 - Dec 2021]																																																																																					
	1.2.4	REVIEW KPFD FEASIBILITY REPORT	[Gantt bar: Feb 1 - Feb 8]																																																																																					
	1.2.5	ASSESS SITE ALTERNATIVES FOR OWNERSHIP	[Gantt bar: Feb 1 - Feb 8]																																																																																					
2	1.2.6	1B FINAL SITE INVESTIGATION	[Gantt bar: Mar 1 - Jun 7]																																																																																					
	1.2.7	PRELIMINARY SCHEMATIC DESIGN	[Gantt bar: Mar 1 - Jun 7]																																																																																					
		COST ESTIMATES	[Gantt bar: May 15 - Jun 7]																																																																																					
		PUBLIC OUTREACH	[Gantt bar: Jun 14 - Jul 5]																																																																																					
	1.2.8	SCHEMATIC DESIGN	[Gantt bar: Jul 12 - Sep 19]																																																																																					
2	1.2.9	CITY FEASIBILITY STUDY TO START ILA TASK 3	[Vertical bar: Feb 2021 - Sep 2022]																																																																																					
		DESIGN MEETINGS	[Small squares: Jul 2020 - Sep 2022]																																																																																					

**SOUTH KITSAP COMMUNITY EVENT CENTER  
DRAFT SCOPE OF WORK PREPARED BY RFM  
PRESENTED TO CITY OF PORT ORCHARD JULY 1, 2020**

*This document is in response to TASK 1 and TASK 2 of the “PFD ILA Third Draft (with NB and SEC edits) 10.30.19 (2).*

**ILA TASK 1                    +                    ILA TASK 2  
RFM PHASE 1A                    +                    RFM PHASE 1B                    =                    “PHASE 1” SCOPE OF WORK PER RFQ**

- *Provides road map for logical sequence of scope pieces -- site selection, programming for space needs, and concept building design*
- *Identifies logical midpoint of combined consultant-supplied design services in response to City’s desire to proceed sequentially.*
- *Provides the ability to explore and potentially augment space needs with beneficial uses not currently identified in ILA.*
- *Tailors public outreach and acknowledges need for outreach to master plan stakeholders*
- *Adds activities and deliverables desired by the City now:*
  - *Test multiple site options (up to three) with conceptual design for suitability and quality of outcomes at each site*
  - *Produce one schematic design (not three) based on agreed upon space program at selected site*
  - *Provide Preliminary CEC Monetary Operational Feasibility Report*
  - *Coordinate project attributes to City of Port Orchard’s consultant performing Downtown Subarea Plan*
- *This draft scope does not (yet) address required deliverables for the purposes of this discussion but assumes they are pursuant to how activities are split between RFM Phase 1A and Phase 1B*

## **RFM PHASE 1A:** **CONCEPTUAL DESIGN**

### **DEFINE THE PROJECT IN BASIC TERMS & REACH PRELIMINARY DESIGN PACKAGE (APPROX. 15% OVERALL; APPROX 30% SCHEMATIC DESIGN)**

#### Draft Management Plan

- Assist City to produce Draft Management Plan.
- Determine design team level of responsibility for project management; fit for City
- Discuss preliminary project budget creation and responsibility for maintenance.
- Discuss project timeline and milestone deliverables
- Determine frequency of meetings and get them scheduled ahead on calendars

#### Establish Goals and Objectives

- City of Port Orchard
- Kitsap Regional Library
- Kitsap Public Facilities District
- Other Key Stakeholders (KB, POB, SWG, KT, etc.)

#### Public Outreach & Communication

- Initiate public outreach for site attributes and for space needs
- Restart continuous communication platforms
- Get public outreach meetings scheduled ahead on calendars

#### Space Programming/Needs Assessment

- Conduct space & site programming
  - With KRL for library
  - With CH for event center
  - With other identified key stakeholders (KB, COPO, etc.)
  - With public and user groups via outreach
  - For other uses the design team may promote
- Prepare Draft Space Programming Report

#### Site Analysis & Selection

- Identify approximately three sites for consideration
- Conduct factfinding: utilities, preliminary geotechnical, preliminary environmental, zoning, shorelines, etc.
- Prepare comparison matrix: ownership, opportunities and restrictions, attributes for CEC program, developable envelope, ability to catalyze other development, ability to boost property values and merchant business, parking, access and transportation, etc.
- Develop preliminary design scheme (building and site concept) in order to test each site; describe and contrast outcomes (performance vs. goals and objectives, layout, function, other benefits); determine preferred alternative.

## **RFM PHASE 1B:** **SCHEMATIC DESIGN**

### **FURTHER DEFINE THE PROJECT, PROVIDE PRELIMINARY OPERATIONAL FEASIBILITY & REACH SCHEMATIC DESIGN PACKAGE (APPROX. 25% OVERALL; xx% SCHEMATIC DESIGN)**

#### Market Analysis, Financial Viability, and Risk Assessment

- Conduct event center analysis with market information and preliminary operational feasibility report
- Produce COPO portion of the feasibility study report.

#### Public Outreach & Communication

- Continue public outreach for preferred alternative
- Maintain continuous communication platforms

#### Space Programming/Needs Assessment

- Review KPFD feasibility study report findings; finalize space programming as needed.
- Verify/confirm space needs and shared use scenarios with building users and key stakeholders.
- Provide Preliminary CEC Monetary Operational Feasibility Report

#### Site Analysis

- Prepare technical report to inform architectural and site design.
  - Final geotechnical, final utilities capacity, preliminary storm drainage report
  - Level 2 environmental, if needed
  - Biological Evaluation
  - Topographic Survey
  - Archeological and Cultural Resources Report including inadvertent discovery plan
- Provide shorelines mitigation and preliminary engineering report.

#### Property Ownership/Master Plan

- Assist City to work with public and private entities to determine ownership of the CEC property and proposed building.
- Update proposed Master Plan (?)
- Coordinate project attributes to COPO's consultant performing Downtown Subarea Plan.

#### Schematic Design

- Based on updated program information and feedback from the public and City Council, further develop preferred alternative preliminary design scheme (building and site) to approximate \_\_% schematic level



- Provide schematic level cost estimate and present to the City Council.

*Task 2 City Council Action. City to review preferred alternative with public entities and decide whether to accept additional \$600,000 (estimated) for Task 3.*

Notes:

Design Team fees support inherent management responsibilities, including meetings.

**SOUTH KITSAP COMMUNITY EVENT CENTER  
FEES PER KPFD-CPO INTERLOCAL AGREEMENT**

JULY 10, 2020

ILA TASK	RFQ TASK	RFM PHASE	CONSULTANTS	PROPOSED FEE	DURATION	TASKS	DELIVERABLES
<b>CONCEPTUAL DESIGN</b>							
1	1.1 1.2.1 1.2.2	<b>1A</b>	ARCH TRANSPORTATION STRUCTURAL CIVIL SURVEY SHORELINE GEOTECH ENVIRONMENTAL BIOLOGIST HOSPITALITY	\$200,000	PER ILA/RFQ 9-12 MONTHS  PROPOSED 7 MONTHS	PROJECT PLANNING ESTABLISH GOALS AND OBJECTIVES COORDINATE EXISTING MASTER PLANNING EFFORTS REVIEW HISTORICAL PUBLIC INPUT PUBLIC OUTREACH SPACE PROGRAMMING NEEDS ASSESSMENT CONCEPT PLANNING HIGH LEVEL SITE ASSESSMENT	PROFESSIONAL SERVICE CONTRACT DRAFT MANAGEMENT PLAN PUBLIC OUTREACH REPORT SPACE PROGRAMMING REPORT (3) SITE ASSESSMENT ALTERNATIVES WITH DESIGN CONCEPT FOR EACH HIGH LEVEL TRAFFIC, GEOTECH, STRUCTURAL, SURVEY, SHORELINE, GEOTECH, ENVIRONMENTAL AND BIOLOGIST NARRATIVES FOR EACH SITE ALTERNATIVE
<b>1.4</b>	<b>1.2.3</b>	<b>CITY COUNCIL &amp; KPFD SITE SELECTION: MARKET ANALYSIS, FINANCIAL VIABILITY &amp; RISK ASSESSMENT</b>					
<b>SCHEMATIC DESIGN</b>							
2	1.2.4 1.2.5 1.2.6 1.2.7 1.2.8	<b>1B</b>	ARCH LANDSCAPE STREETScape TRANSPORTATION STRUCTURAL CIVIL SURVEY SHORELINE GEOTECH HOSPITALITY MECHANICAL ELECTRICAL ENVIRONMENTAL BIOLOGIST ARCHAEOLOGICAL CULTURAL COST ESTIMATING	\$200,000	PER ILA/RFQ 6-9 MONTHS  PROPOSED 9 MONTHS	REVIEW KPFD'S FEASIBILITY REPORT PUBLIC OUTREACH SPACE PROGRAMMING NEEDS ASSESSMENT INVESTIGATION OF SELECTED SITE PROPERTY OWNERSHIP/MASTER PLAN SCHEMATIC DESIGN DETERMINE SCOPE FOR ILA TASK 3	INVESTIGATIVE REPORTS FOR SELECTED SITE: ENVIRONMENTAL ASSESSMENT PRELIM STORMWATER DRAINAGE REPORT PRELIM GEOTECH REPORT BIOLOGICAL EVALUATION TOPOGRAPHICAL SURVEY & CRITICAL AREAS SHORELINE CODE ANALYSIS ARCHAEOLOGICAL & CULTURAL RESOURCES REPORT (INCLUDING INADVERTENT DISCOVERY PLAN) UTILITIES CAPACITY EVALUATION (WATER/SEWER) TRAFFIC REPORT PRELIMINARY SCHEMATIC DESIGN CONCEPT PLANS COST ESTIMATE SPACE PROGRAMMING & PUBLIC OUTREACH REPORT SCHEMATIC DESIGN AND SITE PLAN DRAFT SCOPE FOR ILA TASK 3
<b>2</b>	<b>1.2.9</b>	<b>CITY COUNCIL ACTION: FEASIBILITY STUDY TO START ILA TASK 3</b>					

**REGIONAL CENTER INTERLOCAL AGREEMENT**  
**Between the Kitsap Public Facilities District and the City of Port Orchard**

This **REGIONAL CENTER INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to Chapter 39.34 RCW between the City of Port Orchard, a Washington noncharter code city acting under Chapter 35A.12 RCW ("Port Orchard"), and the Kitsap Public Facilities District, a Washington special purpose district operating under Chapter 36.100 RCW (the "District").

**WHEREAS**, pursuant to RCW 36.100.030(1) and RCW 35.57.020, the District is authorized to acquire, construct, own, remodel, maintain, equip, repair, and operate a regional center, and pursuant to Chapter 36.100.030(2), the District may enter into interlocal agreements with other agencies to operate such facilities. For these purposes, "regional center" means a convention, conference, or special events center under RCW 35.57.020(1)(a), or any combination of facilities and related parking facilities, serving a regional population constructed after July 25, 1999, at cost of at least ten million dollars.

**WHEREAS**, pursuant to RCW 82.14.390, the District is entitled to receive certain local sales taxes which the District may use for the development of qualifying regional centers.

**WHEREAS**, the District believes it has the financial capacity to support the development of one or more new regional centers in Kitsap County and has requested proposals from public agencies for new regional centers in Kitsap County.

**WHEREAS**, Port Orchard has proposed a project (the "Project"), which qualifies as a regional center and which is more fully described in Attachment "A" (Project Summary), attached hereto and incorporated by reference.

**WHEREAS**, the District Board has completed an evaluation and review process for seven (7) new regional centers and has initially determined to proceed with further review for possible funding with several applicants.

**WHEREAS**, the District anticipates collaborating with Port Orchard on the development of a regional center, specifically, The South Kitsap Special Events Center, where the District's primary role would be to provide funding to create public benefits for Kitsap County.

**WHEREAS**, the District and Port Orchard are committed to undertaking their respective tasks in the "Agreement Tasks" attached hereto as Attachment "B" and incorporated by reference.

**WHEREAS**, District funding is subject to an independent financial feasibility review prior to the issuance of any indebtedness or the long term lease, purchase, or development of a regional facility pursuant to RCW 36.100.025.

**NOW, THEREFORE**, in consideration of the mutual obligations and benefits herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose and intent of this Agreement is for Port Orchard and the District to collaborate efficiently and effectively in order for the parties to determine the feasibility of the Project and, if feasible, construct the Project with funds from Port Orchard in part and from the District in part.

2. **Port Orchard Funding Request.** Port Orchard has requested funding in the amount of \$12,000,000.00 (Twelve Million Dollars) for the purposes more fully described in Attachment "A" and in accordance with the phasing in Attachment "B".

3. **Port Orchard Obligations.** Port Orchard shall undertake the majority of the "Agreement Tasks", as set forth in Attachment "B". In addition, Port Orchard shall undertake the following:

3.1 **Contract Administration.** Port Orchard shall be responsible for all aspects of the contract administration for the Agreement Tasks, which shall include, but not be limited to, advertising, bidding, awarding, and monitoring the contract(s), as generally required by any applicable RCW.

3.2 **Reporting.** Port Orchard shall regularly (not less than monthly) meet with the District to evaluate the progress of its Agreement Tasks.

3.3 **Timing of Agreement Tasks.** The anticipated timing of the Agreement Tasks is set forth in Attachment "B."

3.4 **Ownership of Work Product and/or Intellectual Property.** [Reserved]

3.5 **Recognition.** Port Orchard shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."

4. **The District's Obligations.** The District shall undertake the tasks set forth in Attachment "B" and shall undertake the following tasks:

4.1 **Contract Administration.** The District shall be responsible for all aspects on contract administration for the Market Analysis, Financial Viability, and Risk Assessment tasks described in Attachment "B", including advertising, bidding, awarding, and monitoring.

4.2. **Funding.** The District shall fund the tasks set forth in Attachment "B" in an amount not to exceed \$12,000,000.00 (Twelve Million Dollars). The dollar amounts for each task listed in Attachment B are estimates for each project phase but may be shifted as needed, provided that funds allocated to Task 7 may not be used prior to proceeding with Task 7. In the event the funding remains from Tasks 1-6, these funds

may be spent on subsequent tasks. In the event the City proposes to shift or reallocate funds to different Tasks, it shall first provide written notice to the KPF, who shall have a right of approval, not to be unreasonably withheld.

5. **Process for Payment.**

5.1 **Establishment of Account.** Port Orchard shall establish an account, separate from any other Port Orchard account, to hold the funds deposited by the District for the purposes of this Agreement. Funds from the District shall not be commingled with other general accounts of Port Orchard.

5.2 **Advance Deposits.** The District may, but is not required to, pre-pay Port Orchard fees for each of the Agreement Tasks and subtasks, where applicable, for the Port Orchard contracts with the consultant/service provider that will perform the particular task before the tasks have been completed.

5.3 **Use of Funds.** The funds from the District shall solely be used for the payment of invoices for the Agreement Tasks and no other purposes. Port Orchard may not reimburse itself for any of its expenses from the funds on deposit.

5.4 **Release of Funds.** Port Orchard shall only release funds for the Agreement Tasks upon receipt of invoices for work performed, which work complies with the terms and conditions of the contracts for the Agreement Tasks. Further, Port Orchard shall notify the District of any proposed payment for review and consent, not to be unreasonably withheld or delayed.

5.5 **Increase in Consultant Contract Amounts.** Port Orchard will promptly inform the District if any of the consultants/service providers inform Port Orchard that the consultant/service provider is proposing an increase in a contract sum. The District shall, in its sole discretion, determine if the District's contribution to the contract sum should be increased.

5.6 **Refund of District Funds.** Port Orchard shall not be required to reimburse the District for the funds transmitted to Port Orchard that are either: (i) paid to a consultant/service provider; or (ii) committed to be paid to a consultant/service provider pursuant to a valid contract between Port Orchard and that consultant/service provider. Otherwise, unused funds shall be reimbursed to the District.

5.7 **Final Accounting.** Within thirty (30) days of the completion of the Assignment Tasks, Port Orchard shall provide a final written accounting of the District funds.

6. **Feasibility Assessment, Performance Requirements, Conditions/Contingencies/Checkpoints.** The District and Port Orchard are committed to funding the Project as set forth in this Agreement, subject to the following conditions:



6.1 Mutual Determination of Feasibility. See Attachment “B”, Task 1.

6.2. Independent Feasibility Review – Department of Commerce. Irrespective of the parties’ determination of feasibility as set forth above in Subsection 6.1, the District’s funding commitment is subject to the statutory independent feasibility review of RCW 36.100.025. While the parties may cooperate to coordinate the reviews contemplated by subsections 6.1 and 6.2, those reviews may be conducted at different times as necessary.

6.3 Availability of Funds. This Agreement is contingent upon funding from the District. In the event that the District’s expected funding payable to Port Orchard hereunder is withdrawn, reduced, limited, or not otherwise available after the effective date of this Agreement, this Agreement may be terminated by either party.

6.4 Port Orchard’s Performance of its Assigned Tasks. District funding is conditioned upon Port Orchard’s timely completion of its Assigned Tasks including, but not limited to, necessary property acquisition, obtaining necessary permits, and obtaining necessary funding in addition to the funding from the District.

6.5 Adoption of Operational Standards. Once the parties have determined that the Project meets applicable feasibility reviews, and before funding is committed for construction, the parties shall adopt a supplemental Interlocal Agreement addressing construction review and operational standards, replacement/reserve funding standards, reporting obligations, and any special standards applicable only to the Project, consistent with similar Interlocal Agreements with other regional center partners.

6.6 Process for Termination. In the event any of the required conditions are not satisfied, the Agreement may be terminated, by either party delivering thirty (30) days written notice to the other. The termination notice shall specify the date on which the Agreement shall terminate.

7. Notice and Project Coordinators. The following individuals are the Project Coordinators and official contacts for Port Orchard and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement, shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For Port Orchard: Robert Putaansu, Mayor  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366  
Phone: 360-876-4407  
Email: rputaansu@cityofportorchard.us

For the District: Michael Walton  
Executive Director  
Kitsap Public Facilities District  
9230 Bay Shore Drive NW, Suite 101  
Silverdale, WA 98383  
Phone: 360-698-1885  
Email: mwalton@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

8. **Non-Assignability.** Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

9. **Independent Governments – No Liability.** Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

10. **Term of Agreement.** Except as otherwise stated herein, the term of this Agreement shall commence upon execution by both of the parties and shall continue until the earlier of when all Tasks have been executed or December 31, 2025. This Agreement shall be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either party on the basis of which party drafted the particular language.

16. **True and Full Value.** Port Orchard and the District have each independently determined as to itself that: (i) it has the authority to enter into this Agreement; and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits which are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

**IN WITNESS WHEREOF,** Port Orchard and the District have executed this Agreement as of the date last written below.

**CITY OF PORT ORCHARD**

**KITSAP PUBLIC FACILITIES DISTRICT**

  
\_\_\_\_\_  
By: Robert Putaansuu  
Its: Mayor

  
\_\_\_\_\_  
By: Bill Mahan  
Its: Vice-Chair

Date: 11/26/19

Date: 11/21/2019





## **ATTACHMENT "A"**

### **PROJECT SUMMARY/DESCRIPTION**

The City of Port Orchard proposes to construct an approximately 24,000 square foot South Kitsap Community Events Center (SKCEC) building including adjacent site improvements. The SKCEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use. The facility will house our Regional Library branch and support large events such as galas, community festivals, conferences, concerts, service group meetings and more. The project will also support the redevelopment of the shoreline area with pedestrian and water access. The facility will include a catering kitchen and other amenities to support events requiring food service. The project will serve as a centerpiece of a much larger redevelopment project that includes parking, office, commercial, retail, and residential development.

## **ATTACHMENT “B”**

### **AGREEMENT TASKS – COMMUNITY EVENT CENTER (CEC) CITY OF PORT ORCHARD – KITSAP PUBLIC FACILITIES DISTRICT (WITH ESTIMATED BUDGETS AND TIMING)**

The following tasks shall be undertaken by, and will be the responsibility of, the City of Port Orchard, unless otherwise noted.

#### **Task 1. Feasibility Study. \$100,000 (Task 1.1 -1.3 by City, Task 1.4 by KPF) (9-12 months)**

Task 1.1. City’s Consultant Selection – RCW 39.80 Architectural and Engineering Services – Request for Qualifications.

Deliverable 1.1. Professional services contract (phased for all tasks in this document, excluding 1.4 selection by KPF). The District reserves the right to review and approve the City’s selection of consultants, such approval not to be unreasonably withheld.

Task 1.2. Prepare draft management plan.

Deliverable 1.2. Draft Management Plan.

Task 1.3. Initiate public outreach, prepare draft concept plan and draft space programming.

Deliverable 1.3. Draft Concept Plan and Space Programming Report.

Task 1.4. Market Analysis, Financial Viability, and Risk Assessment in accordance with KPF guidelines (KPF to select).

Deliverable 1.4. KPF’s portion of the feasibility study report.

#### **Task 2. Project Planning, Outreach, Design, and Cost Estimates. \$300,000 (6-9 Months)**

Task 2.1. Review feasibility study report findings and finalize space programming for proposed CEC.

Deliverable 2.1. Evaluate and refine existing needs assessment and provide final programming for CEC building.

Task 2.2. Gather information and prepare preliminary technical reports to inform architectural and site design.

Deliverable 2.2. Phase 1 Environmental Assessment (and Phase 2 EA, if needed), Preliminary Stormwater Drainage Report, Preliminary Geotechnical Report, Biological Evaluation, Topographic Survey, Archeological and Cultural Resources Report including inadvertent discovery plan, Utilities Capacity Evaluation (water/sewer).

Task 2.3. Property Ownership.

Deliverable 2.3. Work with public entities to determine ownership of the CEC property and proposed building.

Task 2.4. Development of Design Alternatives.

Deliverable 2.4. Provide at least three Schematic Design (SD) alternatives and cost estimates for each alternative, and conduct public process to review and evaluate alternatives.

Task 2.5. Develop Preferred Alternative SD.

Deliverable 2.5. Based on feedback from the public and City Council and review of cost estimates, develop a preferred alternative SD and present to the City Council.

Task 2 City Council Action. City to review preferred alternative with public entities and decide whether to accept additional \$600,000 (estimated) for Task 3.

**Task 3. Prepare 60% Design Development, Cost Estimates, and Shoreline Permit Submittal. \$600,000 (estimated) (9-12 Months)**

Task 3.1. Prepare 60% Design Development (DD) plans and Shoreline Development Phasing Plan (SDPP).

Deliverable 3.1. 60% Design Development (DD) Plans for site improvements and building, finalize reports from Task 2.2. Develop SDPP [Phase 1 CEC building and landscape/hardscape, Phase 2 shoreline restoration, Phase 3 overwater structure(s)]. Finalize all technical reports. Prepare Environmental Checklist. Prepare Traffic Impact Analysis/Parking Analysis. Prepare complete application for Shoreline Substantial Development Permit (and Shoreline Variance if required).

Task 3.2. Cost Estimates.

Deliverable 3.2. Consultant to provide cost estimates for completion of plans, specifications and bid documents for three phases of project and for construction of each phase of project.

Task 3.3. Operations and Maintenance Costs and Responsibilities.

Deliverable 3.3. Determine estimated facility operating costs and tenant responsibilities. Work with partners to identify operational cost responsibilities.

Task 3 City Council Action: City to review plans and funding requirements with any project partners and decide whether to accept additional \$1,500,000 (estimated) for Tasks 4 and 5.

**Task 4. Property Acquisition. \$1,000,000 (estimated)**

Task 4.1. Acquire any needed property or easements.

Deliverable 4.1. Property or easements as needed.

**Task 5. Shoreline Permits, 100% Ad Ready Construction Documents (PS&E) and Complete Applications for Development. \$500,000 (estimated) (6-12 months)**

Task 5.1. Prepare Shoreline Substantial Development Permit (SSDP) application, submit, and provide support.

Deliverable 5.1. Attend meetings and provide support for (SSDP) application.

Task 5.2. Prepare 100% ad ready construction documents (PS&E) for each phase of the approved shoreline phasing plan (CEC, over water structures (such as a pier), Shoreline Restoration).

Deliverable 5.2. 100% ad ready construction documents (PS&E).

Task 5.3. Prepare complete applications for building permits, land disturbing activity permits (LDAP), and stormwater drainage permits (SDP). Prepare and file JARPA application.

Deliverable 5.3. Complete application submittal packages.

Task 5.4. Prepare plans for any offsite Improvements (if required under SEPA, SSDP, or as conditions of other permit approvals).

Deliverable 5.4. Provide permit application submittal packets for offsite improvements.

Task 5 City Council Action: City to review plans and funding requirements with project partners and decide whether to accept additional funds for Task 7. The City and its partners shall raise the remaining funds or secure commitments for the full funding of Task 7 prior to accessing additional KPFD funds.

**Task 6. Secure Funding for Construction and Term Financing – As an alternative to the KPFD issuing bonds to cover the remaining \$9.5M commitment.**

Task 6.1. KPFD commits percentage of sales tax rebate revenue sufficient to fund required debt service coverage based on issuer's credit rating.

Deliverable 6.1. KPFD commitment of sales tax rebate revenue to satisfy bonding requirements.

Task 6.2. Identify debt issuing entity.

Deliverable 6.2. City, County, or Port of Bremerton identified as debt issuer.

Task 6.3. Quantify debt service needs and costs based on borrowing entity and structure.

Deliverable 6.3. Construction draw schedule, term debt service schedule, interest costs and other financing costs.

Task 6.4. Define borrowing structure.

Deliverable 6.4. Define timing and borrowing amounts needed to fund construction, needed amortization of term financing and any pledges to enhance credit of debt issuance to reduce interest costs.

*(Note: A binding commitment of sales tax rebate revenue will be necessary to quantify the amount of debt that can be issued. This amount should be set based on estimated required debt service coverage plus some allowance for changes in interest rates from current rates. Should the borrower require less than the committed amount, the commitment amount shall then be reduced to match the final required debt service coverage.)*

Task 6.5. Borrowing entity secures financing at lowest true interest cost (TIC) available in the market.

Deliverable 6.5. Borrowing entity issues debt or obtains binding commitment for debt placement.

*Comment: Borrower should evaluate either public debt issuance or commitment from private purchaser.*

**Task 7. CEC (excludes shoreline restoration and overwater structures) Project Management, Bid Support/Bid Award, Construction Administration/Construction Management, A&E Support, Construction. \$16,000,000 to \$20,000,000 (\$9,500,000 of Task 7 cost from KPFDD)**

Task 7.1. Project management

Deliverable 7.1. Overall project management and oversight.

Task 7.2. Bid support/Bid award

Deliverable 7.2. A&E of record provides bid support (requests for information responses, construction document amendments, bid tabulations, etc.)

Task 7.3. Construction administration/Construction management

Deliverable 7.3. Daily inspection reports, documentation as required, scheduling, certified payrolls, progress billing approval, etc.)

Task 7.4. A&E support

Deliverable 7.4. A&E of record to provide technical assistance and direction during construction.

Task 7.5. CEC construction phase.

Deliverable 7.5. Construction contract.

Task 7.6. Miscellaneous.

Deliverables 7.6. Required connection fees, impact fees and permit fees paid. Construction staking, surveying, materials testing, special inspections provided.

**Task 8. City to Complete Shoreline Restoration and Overwater Structures (No further KPFDD involvement)**



## REGIONAL CENTER INTERLOCAL AGREEMENT

### First Amendment

#### **Between the Kitsap Public Facilities District and the City of Port Orchard**

This **REGIONAL CENTER INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to Chapter 39.34 RCW between the City of Port Orchard, a Washington noncharter code city acting under Chapter 35A.12 RCW ("Port Orchard"), and the Kitsap Public Facilities District, a Washington special purpose district operating under Chapter 36.100 RCW (the "District").

**WHEREAS**, pursuant to RCW 36.100.030(1) and RCW 35.57.020, the District is authorized to acquire, construct, own, remodel, maintain, equip, repair, and operate a regional center, and pursuant to Chapter 36.100.030(2), the District may enter into interlocal agreements with other agencies to operate such facilities. For these purposes, "regional center" means a convention, conference, or special events center under RCW 35.57.020(1)(a), or any combination of facilities and related parking facilities, serving a regional population constructed after July 25, 1999, at cost of at least ten million dollars.

**WHEREAS**, pursuant to RCW 82.14.390, the District is entitled to receive certain local sales taxes which the District may use for the development of qualifying regional centers.

**WHEREAS**, the District believes it has the financial capacity to support the development of one or more new regional centers in Kitsap County and has requested proposals from public agencies for new regional centers in Kitsap County.

**WHEREAS**, Port Orchard has proposed a project (the "Project"), which qualifies as a regional center and which is more fully described in Attachment "A" (Project Summary), attached hereto and incorporated by reference.

**WHEREAS**, the District Board has completed an evaluation and review process for seven (7) new regional centers and has initially determined to proceed with further review for possible funding with several applicants.

**WHEREAS**, the District anticipates collaborating with Port Orchard on the development of a regional center, specifically, The South Kitsap Special Events Center, where the District's primary role would be to provide funding to create public benefits for Kitsap County.

**WHEREAS**, the District and Port Orchard are committed to undertaking their respective tasks in the "Agreement Tasks" attached hereto as Attachment "B" and incorporated by reference.

**WHEREAS**, District funding is subject to an independent financial feasibility review prior to the issuance of any indebtedness or the ~~long-term~~long-term lease, purchase, or development of a regional facility pursuant to RCW 36.100.025.

**NOW, THEREFORE**, in consideration of the mutual obligations and benefits herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose and intent of this Agreement is for Port Orchard and the District to collaborate efficiently and effectively in order for the parties to determine the feasibility of the Project and, if feasible, construct the Project with funds from Port Orchard in part and from the District in part.

2. **Port Orchard Funding Request.** Port Orchard has requested funding in the amount of \$12,000,000.00 (Twelve Million Dollars) for the purposes more fully described in Attachment "A" and in accordance with the phasing in Attachment "B".

3. **Port Orchard Obligations.** Port Orchard shall undertake the majority of the "Agreement Tasks", as set forth in Attachment "B". In addition, Port Orchard shall undertake the following:

3.1 **Contract Administration.** Port Orchard shall be responsible for all aspects of the contract administration for the Agreement Tasks, which shall include, but not be limited to, advertising, bidding, awarding, and monitoring the contract(s), as generally required by any applicable -RCW. However, all invoiced or out of pocket expenses related to the project, except staff salary, benefits, and overhead costs, are eligible for reimbursement. This includes but is not limited to advertising, permitting, connection fees, testing, sub-consulting, and construction.

3.2 **Reporting.** Port Orchard shall regularly (not less than monthly/quarterly) meet with the District to evaluate the progress of its Agreement Tasks. The meetings can be held remotely/virtually as needed, consistent with applicable Open Public Meetings Act (OPMA) -requirements.

3.3 **Timing of Agreement Tasks.** The anticipated timing of the Agreement Tasks is set forth in Attachment "B."

3.4 **Ownership of Work Product and/or Intellectual Property.** [Reserved]

3.5 **Recognition.** Port Orchard shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."

4. **The District's Obligations.** The District shall undertake the tasks set forth in Attachment "B" and shall undertake the following tasks:

4.1 **Contract Administration.** The District shall be responsible for all aspects on contract administration for the Market Analysis, Financial Viability, and Risk Assessment tasks described in Attachment "B", including advertising, bidding, awarding, and monitoring.

4.2. **Funding.** The District shall fund the tasks set forth in Attachment "B" in an

amount not to exceed \$12,000,000.00 (Twelve Million Dollars). The dollar amounts for each task listed in Attachment B are estimates for each project phase but may be shifted as needed, provided that funds allocated to Task 7 may not be used prior to proceeding with Task 7. —In the event the funding remains from Tasks 1-6, these funds

DRAFT



may be spent on subsequent tasks. In the event the City proposes to shift or reallocate funds to different Tasks, it shall first provide written notice to the KPFD, who shall have a right of approval, not to be unreasonably withheld.

**5. Process for Payment.**

5.1 Establishment of Accounting and Reporting. ~~The City of~~ Port Orchard ~~intends to utilize its~~ existing accounts and fund structure to manage this project. However, ~~the City~~ Port Orchard will demonstrate the capability to shall establish an account, separately from any other Port Orchard account and report all activity, funds and expenses related to this project, to hold the funds deposited by the District for the purposes of this Agreement. Funds from the District shall not be commingled with other general accounts of Port Orchard. All funds related to this grant will be tracked under a separate project or account number and separately reported to the PFD.

5.2 Advance Deposits. The District agrees to provide an initial payment of \$200,000 (“Initial Payment”) to ~~with~~ may, but is not required to, pre-pay Port Orchard fees for each of the Agreement Tasks and subtasks, where applicable, for the Port Orchard contracts with the consultant/service provider that will perform the particular task before the tasks have been completed. cashflow purposes to allow Port Orchard ~~the city~~ to begin the project and process invoices that are consistent with the approved contract and subtasks in a timely manner. Port Orchard ~~The city~~ will follow the identified procedures, including identifying the specific expenses funded from the Initial Payment for seeking reimbursements for expenses in this agreement thereafter.

5.3 Use of Funds. The funds from the District shall solely be used for the payment of invoices for the Agreement Tasks and no other purposes. Port Orchard may not reimburse itself for salary, benefits and overhead but all other out-of-pocket expenses related to the project are eligible for reimbursement ~~any of its expenses from the funds on deposit.~~

5.4 Release of Funds. Port Orchard shall only release funds for the Agreement ~~Tasks~~ upon receipt of invoices for work performed, ~~which work complies with the terms and conditions of the contracts for the Agreement Tasks.~~ Further, Port Orchard shall notify the District of any proposed payment for review and consent, not to be unreasonably ~~withheld~~ ~~or delayed.~~

5.5 Increase in Consultant Contract Amounts. Port Orchard will promptly inform the District if any of the consultants/service providers inform Port Orchard that the consultant/service provider is proposing an increase in a contract sum. The District shall, in its sole discretion, determine if the District's contribution to the contract sum should be increased.

5.6 Refund of District Funds. Port Orchard shall not be required to reimburse the District for the funds transmitted to Port Orchard that are either: (i) paid to a consultant/service provider; or (ii) committed to be paid to a consultant/service provider

pursuant to a valid contract between Port Orchard and that consultant/service provider. Otherwise, unused funds shall be reimbursed to the District.

~~5.65.7 Port Orchard Matching Contributions-Funds. Port Orchard shall keep a All~~ accounting of all staff time, Port Orchard expenses including consultant fees and Port Orchard contributions directly related to the project. ~~This accounting will be considered as part of Port Orchard's~~ the matching element of this project for the District funding.

~~5.75.8 Final Accounting.~~ Within ~~thirty-sixty (3060)~~ days of the completion of the Assignment Tasks, Port Orchard shall provide a final written accounting of the District funds.

**6. Feasibility Assessment. Performance Requirements. Conditions/Contingencies/Checkpoints.** The District and Port Orchard are committed to funding the Project as set forth in this Agreement, subject to the following conditions:

6.1 Mutual Determination of Feasibility. See Attachment "B", Task 1.

6.2. Independent Feasibility Review - Department of Commerce. Irrespective of the parties' determination of feasibility as set forth above in Subsection 6.1, the District's funding commitment is subject to the statutory independent feasibility review of RCW 36.100.025. While the parties may cooperate to coordinate the reviews contemplated by subsections 6.1 and 6.2, those reviews may be conducted at different times as necessary.

6.3 Availability of Funds. This Agreement is contingent upon funding from the District. In the event that the District's expected funding payable to Port Orchard hereunder is withdrawn, reduced, limited, or not otherwise available after the effective date of this Agreement, this Agreement may be terminated by either party.

6.4 Port Orchard's Performance of its Assigned Tasks. District funding is conditioned upon Port Orchard's timely completion of its Assigned Tasks including, but not limited to, necessary property acquisition, obtaining necessary permits, and obtaining necessary funding in addition to the funding from the District.

6.5 Adoption of Operational Standards. Once the parties have determined that the Project meets applicable feasibility reviews, and before funding is committed for construction, the parties shall adopt a supplemental Interlocal Agreement addressing construction review and operational standards, replacement/reserve funding standards, reporting obligations, and any special standards applicable only to the Project, consistent with similar Interlocal Agreements with other regional center partners.

6.6 Process for Termination. In the event any of the required conditions are

not satisfied, the Agreement may be terminated, by either party delivering thirty (30) days written notice to the other. The termination notice shall specify the date on which the Agreement shall terminate.

7. **Notice and Project Coordinators.** The following individuals are the Project Coordinators and official contacts for Port Orchard and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement, shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For Port Orchard: Robert Putaansuu, Mayor  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366  
Phone: 360-876-4407  
Email: [rputaansuu@cityofportorchard.us](mailto:rputaansuu@cityofportorchard.us)

For the District: Michael Walton  
Executive Director  
Kitsap Public Facilities District  
9230 Bay Shore Drive NW, Suite 101  
Silverdale, WA 98383  
Phone: 360-698-  
1885  
Email: mwalton@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

8. **Non-Assignability.** Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

9. **Independent Governments - No Liability.** Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

10. **Term of Agreement.** Except as otherwise stated herein, the term of this Agreement shall commence upon execution by both of the parties and shall continue until the earlier of when all Tasks have been executed or December 31, 2025. This Agreement shall be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be

construed against either party on the basis of which party drafted the particular

language.

16. **True and Full Value.** Port Orchard and the District have each independently determined as to itself that: (i) it has the authority to enter into this Agreement; and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits which are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

**IN WITNESS WHEREOF**, Port Orchard and the District have executed this Agreement as of the date last written below.

## ATTACHMENT "A"

### PROJECT SUMMARY/DESCRIPTION

The City of Port Orchard proposes to construct an approximately 24,000 square foot South Kitsap Community Events Center (SKCEC) building including adjacent site improvements. The SKCEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use. The facility will house our Regional Library branch and support large events such as galas, community festivals, conferences, concerts, service group meetings and more. The project will also support the redevelopment of the shoreline area with pedestrian and water access. The facility will include a catering kitchen and other amenities to support events requiring food service. The project will serve as a centerpiece of a much larger redevelopment project that includes parking, office, commercial, retail, and residential development.

DRAFT

## ATTACHMENT "B"

### AGREEMENT TASKS - COMMUNITY EVENT CENTER (CEC) CITY OF PORT ORCHARD-KITSAP PUBLIC FACILITIES DISTRICT (WITH ESTIMATED BUDGETS AND TIMING)

The following tasks shall be undertaken by, and will be the responsibility of, the City of Port Orchard, unless otherwise noted.

**Task 1. ~~Feasibility Study~~ Consultant Selection and Contract. \$100,000 (~~Task 1.1-1.3 by City, Task 1.4 by KPPFD~~) (~~9-128~~ months (from December 2019))**

Task 1.1. City's Consultant Selection - RCW 39.80 Architectural and Engineering Services - Request for Qualifications.

Deliverable 1.1. Professional services contract. The consultant selection will be made for all project phases. The contract will be phased as each subsequent scope of work is will be developed based on the results of previous tasks. (phased for all tasks in this document, excluding 1.4 selection by KPPFD). The contract(s) will be approved in phases. The District reserves the right to review and approve the City's selection of consultants, such approval- not to be unreasonably- withheld.

~~Task 1.2. Prepare draft management plan.  
Deliverable 1.2. Draft Management Plan.~~

~~Task 1.3. Initiate public outreach, prepare draft concept plan and draft space programming.  
Deliverable 1.3. Draft Concept Plan and Space Programming Report.~~

~~Task 1.4. Market Analysis, Financial Viability, and Risk Assessment in accordance with KPPFD guidelines (KPPFD to select).~~

~~Deliverable 1.4. KPPFD's portion of the feasibility study report.~~

**Task 2. Project Management, Planning, Outreach, Design, and Cost Estimates. ~~-\$300~~400,000 (~~6-9~~16 Months)**

~~Task 2.21. Prepare draft management plan.  
Deliverable 2.21. Draft Management Plan.~~

~~Task 2.32. Draft Goals and Objectives.~~

~~Deliverable 2.2. Establish written project goals and objectives for the SKCEC including user identification.~~

~~Task 2.33. Initiate public outreach, prepare draft concept plan, and draft space programming. Deliverable 2.33. Draft Concept- Plan and Space Programming -Report.~~

~~Task 2.14. Review feasibility study report findings and finalize space programming for proposed CEC Space Programming and Needs Assessment.~~

Deliverable 2.14. Preliminary Evaluate and refine existing needs assessment and provide final programming for CEC building. Space Programming and Needs Report.

Task 2.25. Gather information and prepare preliminary technical reports to inform architectural and site design. Analyze sites and select preferred location.

Deliverable 2.25. Evaluate 3 sites for SKCEC construction consideration and prepare design schemes for each site. Prepare report with alternatives for City Council decision on site selection.

Task 2.6. Prepare Market Analysis, Financial Viability, and Risk Assessment for preferred site. Deliverable 2.67. Feasibility Report.

Task 2.7. Perform additional public outreach for preferred alternative. Deliverable 2.7. Summary of public input.

Task 2.8. Finalize Space Programming and Needs Assessment.

Deliverable 2.8. Provide preliminary SKCEC monetary operational feasibility report and final space programming report.

Task 2.9. Preferred Alternative Site Analysis.

Deliverable 2.9. Prepare technical report(s) to inform architectural and site design. This may include (depending on site selection) a geotechnical report, phase 2 environmental assessment, biological evaluation, topographic survey, archeological and cultural resources report, and shorelines mitigation and engineering report.

Task 2.10. Property Ownership/Master Plan.

Deliverable 2.10. Provide information to City consultant concerning downtown master plan. Assist the City to determine SKCEC property and building ownership.

Phase 1 Environmental Assessment (and Phase 2 EA, if needed), Preliminary Stormwater Drainage Report, Preliminary Geotechnical Report, Biological Evaluation, Topographic Survey, Archeological and Cultural Resources Report including inadvertent discovery plan, Utilities Capacity Evaluation (water/sewer).

Task- 2.311. Property Ownership. Schematic Design.

Deliverable 2.11. Provide preliminary schematic design to 25%. Prepare project cost estimates and scope of work for subsequent task(s).



~~Deliverable 2.3. Work with public entities to determine ownership of the CEC property and proposed building.~~

~~Task 2.4. Development of Design Alternatives.~~

~~Deliverable 2.4. Provide at least three Schematic Design (SD) alternatives and cost estimates for each alternative, and conduct public process to review and evaluate alternatives.~~

~~Task 2.5. Develop Preferred Alternative SD.~~

~~Deliverable 2.5. Based on feedback from the public and City Council and review of cost estimates, develop a preferred alternative SD and present to the City Council.~~

Task 2.12. City Council Action. City to review preferred alternative with public entities all deliverables and decide whether to accept additional \$600,000 (estimated) for Task 3.

### **Task 3. Prepare 60% Design Development, Cost Estimates, and Shoreline Permit Submittal. \$600,000 (estimated) (9-12 Months)**

Task 3.1. Prepare 60% Design Development (DD) plans and Shoreline Development Phasing Plan (SDPP).

Deliverable 3.1. 60% Design Development (DD) Plans for site improvements and building, finalize reports from Task 2.2. Develop SDPP [Phase 1 CEC building and landscape/hardscape, Phase 2 shoreline restoration, Phase 3 overwater structure(s)]. Finalize all technical reports. Prepare Environmental Checklist. Prepare Traffic Impact Analysis/Parking Analysis. Prepare complete application for Shoreline Substantial Development Permit (and Shoreline Variance if required).

Task 3.2. Cost Estimates.

Deliverable 3.2. Consultant to provide cost estimates for completion of plans, specifications and bid documents for three phases of project and for construction of each phase of project.

Task 3.3. Operations and Maintenance Costs and Responsibilities.

Deliverable 3.3. Determine estimated facility operating costs and tenant responsibilities. Work with partners to identify operational cost responsibilities.

Task 3 City Council Action: City to review plans and funding requirements with any project partners and decide whether to accept additional \$1,500,000 (estimated) for Tasks 4 and 5.

### **Task 4. Property Acquisition. \$1,000,000 (estimated)**

Task 4.1. Acquire any needed property or easements. Deliverable

4.1. Property -or easements as needed.

### **Task 5. Shoreline Permits, 100% Ad Ready Construction Documents (PS&E) and Complete Applications for Development. \$500,000 (estimated) (6-12 months)**

Task 5.1. Prepare Shoreline Substantial Development Permit (SSDP) application, submit, and provide support.

Deliverable 5.1. Attend meetings and provide support for (SSDP) application.

Task 5.2. Prepare 100% ad ready construction documents (PS&E) for each phase of the approved shoreline phasing plan (CEC, over water structures (such as a pier), Shoreline Restoration).

Deliverable 5.2. 100% ad ready construction documents (PS&E).

Task 5.3. Prepare complete applications for building permits, land disturbing activity permits (LDAP), and stormwater drainage permits (SDP). Prepare and file JARPA application.

Deliverable 5.3. Complete application submittal packages.

Task 5.4. Prepare plans for any offsite Improvements (if required under SEPA, SSDP, or as conditions of other permit approvals).

Deliverable 5.4. Provide permit application submittal packets for offsite improvements.

Task 5 City Council Action: City to review plans and funding requirements with project partners and decide whether to accept additional funds for Task 7. The City and its partners shall raise the remaining funds or secure commitments for the full funding of Task 7 prior to accessing additional KPFD funds.

**Task 6. Secure Funding for Construction and Term Financing - As an alternative to the KPFD issuing bonds to cover the remaining \$9.SM commitment.**

Task 6.1. KPFD commits percentage of sales tax rebate revenue sufficient to fund required debt service coverage based on issuer's credit rating.

Deliverable 6.1. KPFD commitment of sales tax rebate revenue to satisfy bonding requirements.

Task 6.2. Identify debt issuing entity.

Deliverable 6.2. City, County, or Port of Bremerton identified as debt issuer.

Task 6.3. Quantify debt service needs and costs based on borrowing entity and structure.

Deliverable 6.3. Construction draw schedule, term debt service schedule, interest costs and other financing costs.

Task 6.4. Define borrowing structure.

Deliverable 6.4. Define timing and borrowing amounts needed to fund construction, needed amortization of term financing and any pledges to enhance credit of debt issuance to reduce interest costs.

*(Note: A binding commitment of sales tax rebate revenue will be necessary to quantify the amount of debt that can be issued. This amount should be set based on estimated required debt service coverage plus some allowance for changes in interest rates from current rates. Should the borrower require less than the committed amount, the commitment amount shall then be reduced to match the final required debt service coverage.)*

Task 6.5. Borrowing entity secures financing at lowest true interest cost (TIC) available in the market.

Deliverable 6.5. Borrowing entity issues debt or obtains binding commitment for debt placement.  
*Comment: Borrower should evaluate either public debt issuance or commitment from private purchaser.*

**Task 7. CEC (excludes shoreline restoration and overwater structures) Project Management, Bid Support/Bid Award, Construction Administration/Construction Management, A&E Support, Construction. \$16,000,000 to \$20,000,000 (\$9,500,000 of Task 7 cost from KPFD)**

Task 7.1. Project management

Deliverable 7.1. Overall project management and oversight.

Task 7.2. Bid support/Bid award

Deliverable 7.2. A&E of record provides bid support (requests for information responses, construction document amendments, bid tabulations, etc.)

Task 7.3. Construction administration/Construction management

Deliverable 7.3. Daily inspection reports, documentation as required, scheduling, certified payrolls, progress billing approval, etc.)

Task 7.4. A&E support

Deliverable 7.4. A&E of record to provide technical assistance and direction during construction.

Task 7.5. CEC construction phase.

Deliverable 7.5. Construction contract.

Task 7.6. Miscellaneous.

Deliverables 7.6. Required connection fees, impact fees and permit fees paid. Construction staking, surveying, materials testing, special inspections provided.

**Task 8. City to Complete Shoreline Restoration and Overwater Structures (No further KPFD involvement)**



## City of Port Orchard Work Study Session Executive Summary

---

**Issue Title:** Kitsap Transit SR-16 Park and Ride Study  
**Meeting Date:** July 21, 2020  
**Time Required:** 25 minutes  
**Attendees:** Nick Bond, Ed Coviello, Sandy Glover, Steffani Lillie

**Action Requested At This Meeting:** After presentation by Kitsap Transit, discuss alternatives and provide feedback or Council preference.

**Issue:** Kitsap Transit has prepared a SR-16 Park and Ride Study that has evaluated possible sites for future Kitsap Transit park and ride facilities. The study has narrowed down the possible sites to two different options, one on Old Clifton Road and one near the intersection of Sidney and Sedgwick. Kitsap Transit is seeking to detail the process that was followed to narrow the options down to the final candidates, and is asking for City Council feedback on these two options.

**Attachments:** Kitsap Transit presentation slides.



# SR 16 Park and Ride Study

PRESENTATION TO  
PORT ORCHARD CITY COUNCIL

July 21, 2020



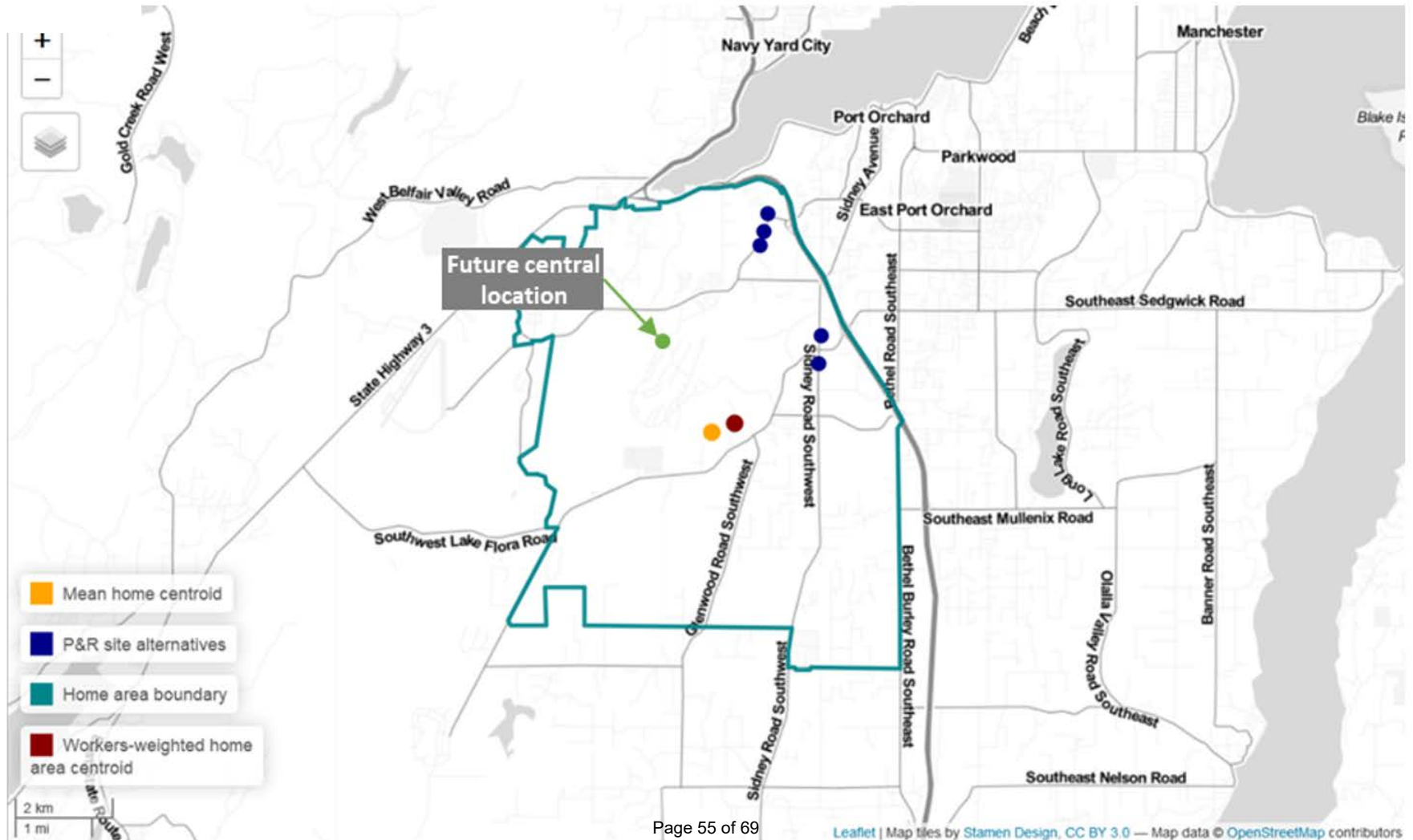
# PARK AND RIDE STUDY

- Kitsap Transit is conducting a study to identify a park and ride location along SR 16.
- Study limits are from the county line to the Tremont area, within one-half mile of the four interchanges.



# DENSITY OF WORKERS

Location of home area centroid weighted by density of workers (commuters)



Note: The red centroid corresponds to the weighted home area centroid, the yellow point is shown as reference for the mean home area centroid.

# PROJECT PRIORITY

- Intercept single-occupancy vehicle (SOVs) to **reduce congestion** in:
  - Gorst area
  - Downtown Bremerton
  - Downtown Port Orchard
- While considering:
  - Transit operations and site accessibility
  - Southworth fast ferry access



# STAKEHOLDERS

- City of Bremerton
- City of Port Orchard
- Kitsap County
- Kitsap Public Health
- WSDOT
- Puget Sound Naval Shipyard
- Suquamish Tribe

# EVALUATION CRITERIA

- Within half mile of SR 16 interchange
- Site value
- Site size
- Visibility and accessibility
- Transit operations
- Traffic operations
- Sensitive lands/  
topographic constraints
- Zoning
- Ease of development and acquisition
- Potential for expansion
- Cost
- Parking demand/ draw
- Served by existing bus routes
- Safety
- Transit-oriented development opportunities
- Meet principles of the Growth Management Act

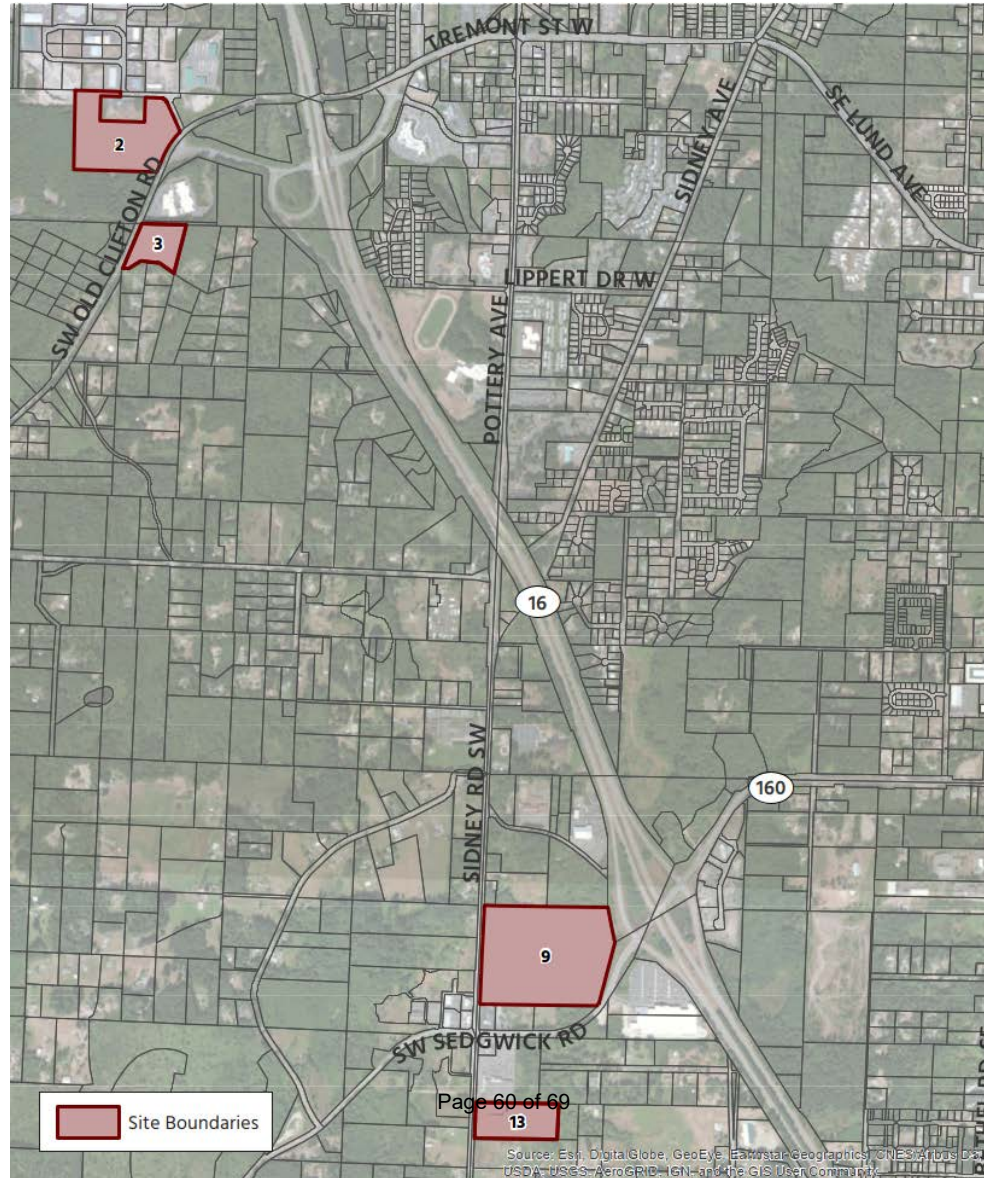
# EVALUATION AND SCREENING

Three Screens with increasing detail have been conducted:

- Fatal Flaw
- Level 1
- Level 2 (shown)

Objective	Metric	Site Score									
		Tremont					Sedgwick				
		2	3	4	7	1002	9	13	17	1006	1007
1. Minimize Impacts from Critical Area Constraints	1A	5	4	5	1	5	3	2	5	5	3
	2A	1	2	3	3	4	3	4	3	3	3
3. Minimize Impacts to Traffic and Transit Operations	3A	5	5	5	5	5	5	5	5	5	5
	3B	5	5	5	5	4	3	3	1	1	1
	3C	5	5	5	3	2	3	3	4	5	4
	3D	5	5	5	4	3	5	5	3	3	3
	3E	3	3	3	3	3	3	3	3	3	3
4. Site Functionality for Users	4A	5	5	5	5	3	3	3	2	2	2
	4B	5	5	5	5	5	3	3	2	2	2
	4C	5	5	5	5	2	5	5	5	5	5
	4D	2	2	2	2	4	3	3	3	3	3
	4E	1	1	1	3	1	3	1	1	1	1
5. Potential for Transit Development	5A	1	1	1	1	3	5	5	4	4	4
<b>Total</b>		<b>48</b>	<b>48</b>	<b>50</b>	<b>45</b>	<b>44</b>	<b>47</b>	<b>45</b>	<b>41</b>	<b>42</b>	<b>39</b>

# FOUR SITES FOR LEVEL 3 SCREEN

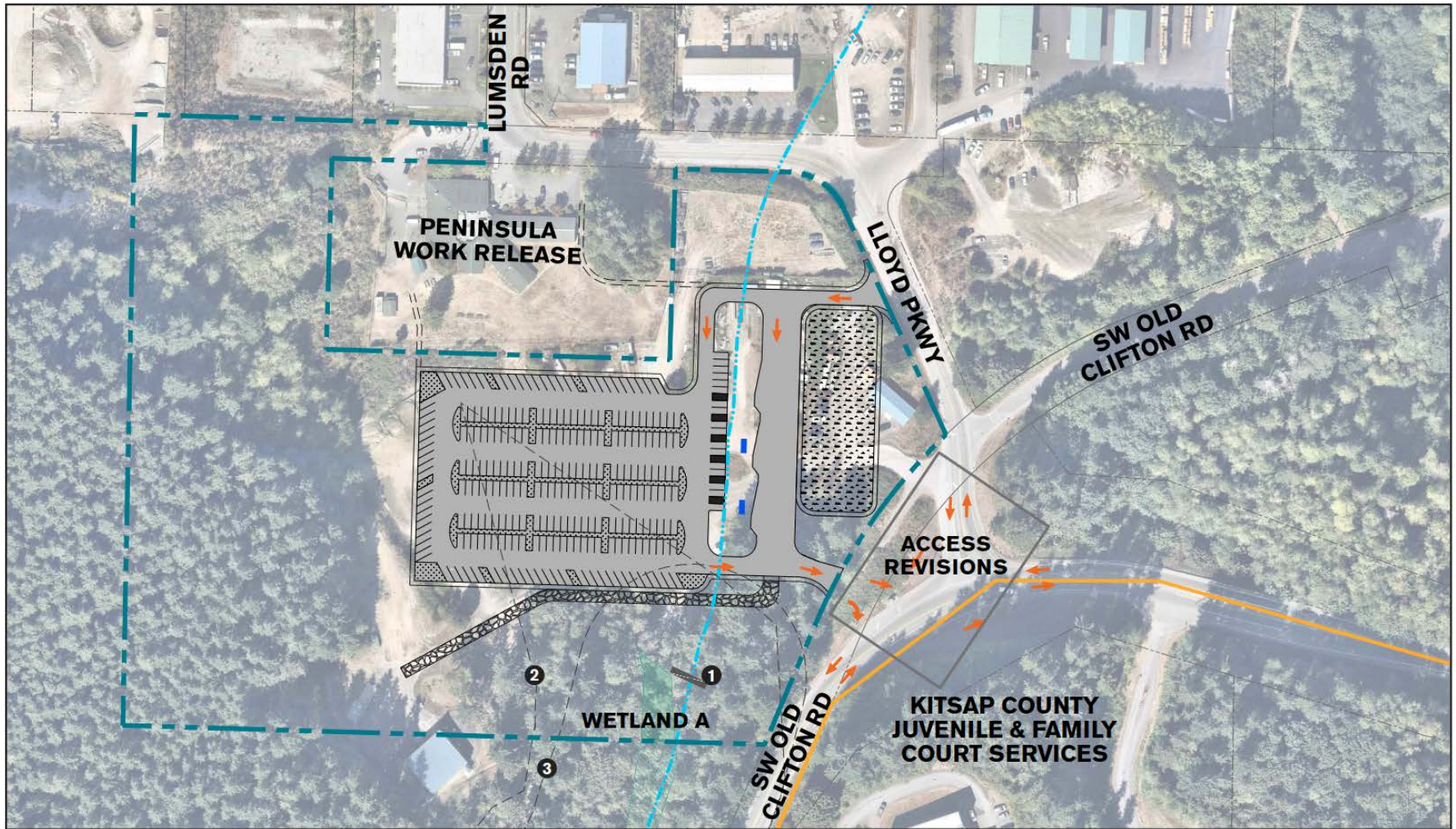


# EVALUATION OF FOUR SITES

Objective	Comparative Metrics	Metric	Site Score			
			Tremont		Sedgwick	
			2	3	9	13
<b>1. Potential for Use</b>	<b>1A.</b>	What is the potential attractiveness (“draw”) of the site to users based on ease of access to employment markets via transit?	5	5	4	4
<b>2. Minimize Environmental Impacts</b>	<b>2A.</b>	Can the site be developed without impacts to environmentally critical areas? If impacts to environmentally critical areas are anticipated, can they be mitigated?	5	1	2	1
	<b>2B.</b>	Can development of the site be combined with achievement of other local goals, such as hazardous site mitigation or improved wetland functionality?	5	1	5	1
<b>3. Minimize Impacts to Traffic</b>	<b>3A.</b>	How will the level of service at nearby intersections and interchanges be affected by the operation of the facility?	5	5	5	5
	<b>3B.</b>	Are potential site access points forecast to remain unblocked during peak traffic periods?	5	5	5	5
<b>4. Facilitate Efficient Transit Operations</b>	<b>4A.</b>	How well does the site accommodate transit turns? Are out-of-direction movements required? Can operations be accommodated on-street?	5	2	4	2
	<b>4B.</b>	Is designated access for transit feasible?	5	1	5	1
	<b>4C.</b>	Does forecast traffic flow well at the site access points or can significant congestion be mitigated?	5	5	5	5
<b>5. Safety</b>	<b>5A.</b>	How well does the site design incorporate Crime Intervention through Environmental Design (CPTED) principles that promote safety and security for transit users?	3	3	5	4
	<b>5B.</b>	How well does the internal site design minimize potential conflicts between modes?	5	5	5	5
<b>6. Maximize Site Accessibility and Functionality for Users</b>	<b>6A.</b>	How easy is it for users to access the site? Are roadways serving the site congested during peak periods?	5	4	2	2
<b>7. Potential for Transit Oriented Development</b>	<b>7A.</b>	Can the site be developed with transit oriented development? Do the surrounding uses encourage or support future transit oriented development?	1	1	5	4
<b>8. Consistency with Local Plans and Future Development</b>	<b>8A.</b>	Does the site have sufficient space to meet all requirements of the development code? (Setbacks, landscaping, etc.)	5	3	5	3
<b>9. Potential for Expansion</b>	<b>9A.</b>	Is the site large enough to accommodate additional capacity (greater than 250 stalls) or future expansion of the park and ride?	4	1	3	1
<b>10. Cost</b>	<b>10A.</b>	How do the costs associated with the design and potential construction compare with other Top Tier sites?	3	4	4	2
<b>11. Ease of Acquisition</b>	<b>11A.</b>	Is the property owner(s) a willing seller?	5	3	5	3
	<b>11B.</b>	Are relocations required in order to develop the property? What are the anticipated costs associated with relocation?	4	5	4	5
<b>Total</b>			<b>75</b>	<b>54</b>	<b>73</b>	<b>53</b>



# REMAINING TWO SITES – OPTION 1 (SITE 2)



Parametrix



## LEGEND

- SITE BOUNDARY
- PROPERTY LINE
- EXISTING KITSAP TRANSIT ROUTE

- EXISTING WETLAND
- POTENTIAL WETLAND
- EXISTING STREAM
- WETLAND/STREAM BUFFER

- PROPOSED BUS SHELTER
- PROPOSED LANDSCAPING
- PROPOSED GRAVEL ACCESS ROAD
- PROPOSED STORMWATER POND

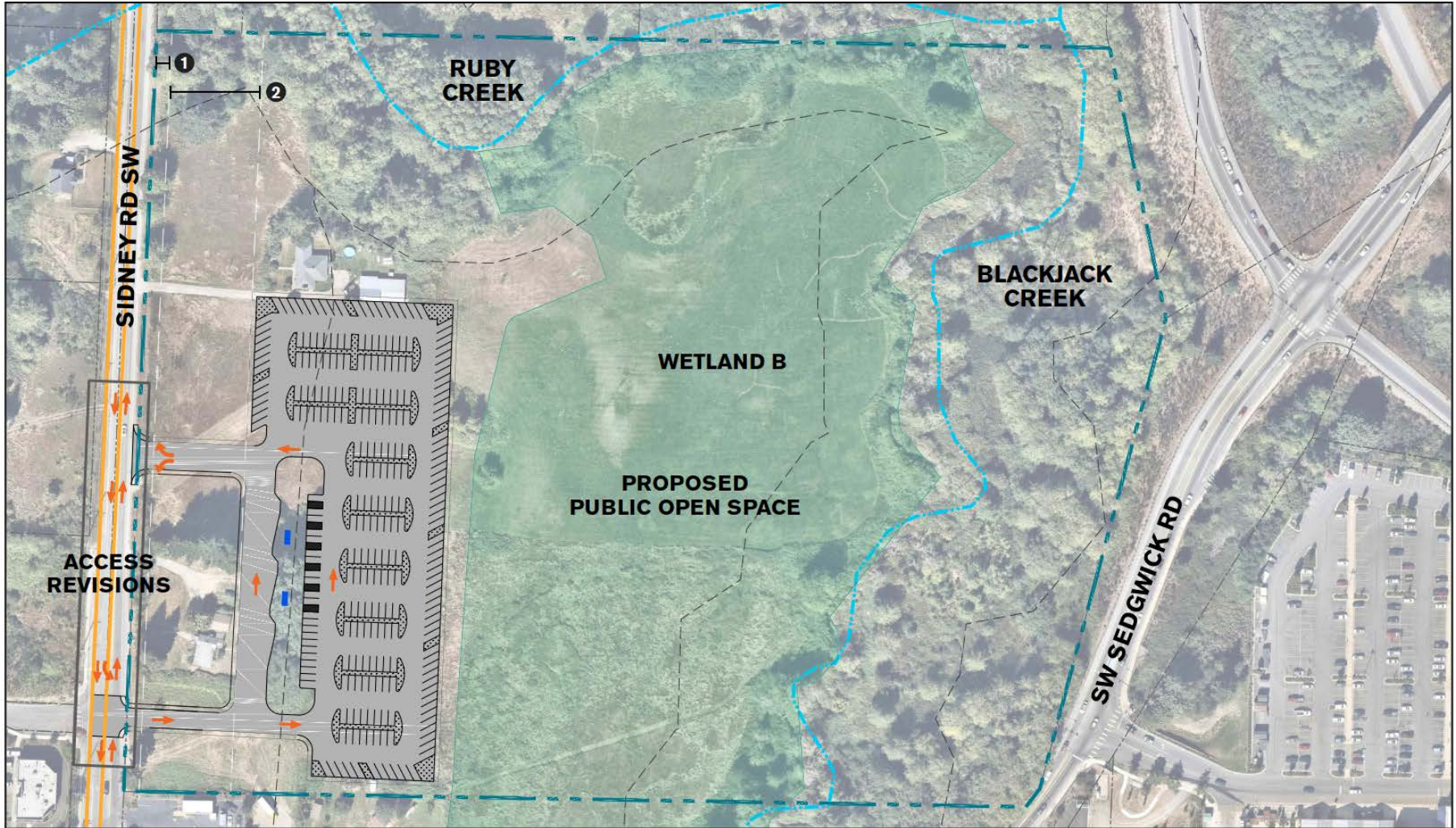
- 1 POSSIBLE LOCATION OF PIPE INLET
- 2 WETLAND 140' BUFFER
- 3 STREAM 150' BUFFER (15' BUILDING SETBACK FROM BUFFER REQ'D)

## OPTION 1

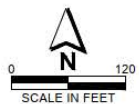
**SW OLD CLIFTON RD/LLOYD PKWY  
SR 16 PARK AND RIDE  
ALTERNATIVES ANALYSIS  
LEVEL 3 SITE LAYOUT, KITSAP TRANSIT**



# REMAINING TWO SITES – OPTION 2 (SITE 9)



Parametrix



**LEGEND**

- - - SITE BOUNDARY
- - - PROPERTY LINE
- EXISTING KITSAP TRANSIT ROUTE
- EXISTING WETLAND
- EXISTING STREAM
- WETLAND/STREAM BUFFER

- PROPOSED BUS SHELTER
- PROPOSED ESCAPING

- 1** 20' ESTIMATED FUTURE RIGHT OF WAY
- 2** 120' ZONING SETBACK

**OPTION 2**

**SW SIDNEY RD/NORTH OF WEDGWICK  
SR 16 PARK AND RIDE  
ALTERNATIVES ANALYSIS  
LEVEL 3 SITE LAYOUT, KITSAP TRANSIT**

# MAJOR DIFFERENCES

Option 1 (Site 2) Old Clifton/ Lloyd Pkwy	Option 2 (Site 9) Sidney/ North of Sedgwick
Somewhat better ridership draw for Gorst/ Bremerton/ Port Orchard destinations. Less area congestion.	Somewhat better draw for Southworth Destinations. More area congestion.
Adjacent to Work Release facility, industrial zone, less eyes on site, no opportunity for transit-oriented development.	More adjacent developments, more eyes on site, opportunity for transit-oriented development.
Shared purpose: use of park and ride and capping of landfill.	Shared purpose: proposed park and ride design aligns with Ruby Creek Sub Area Plan. Opportunity to partner on public open space, and evening and weekend parking for residential/ retail.
Schedule may be longer if coordination with DOE is required for landfill capping.	Schedule match with Ruby Creek Sub Area Plan
Property use could be long-term lease. Retaining walls needed. There is room for a stormwater pond	Requires the purchase of three properties. Additional property will be needed for buffer mitigation. Stormwater vault required, no room for pond.



# ONLINE OPEN HOUSE



[www.sr16parkandride.com](http://www.sr16parkandride.com)

Open until July 22.

# NEXT STEPS



- 2020 Preferred alternative, conceptual design.
- 2021 Preliminary Engineering and Environmental Evaluation.
- 2022 Right of way Purchase and Final Design.
- 2023 Construction Complete - Goal

- Questions?



## City of Port Orchard Work Study Session Executive Summary

---

**Issue Title:** Council 2021-2022 Budget Kickoff  
**Meeting Date:** July 21, 2020  
**Time Required:** 30 minutes  
**Presenter:** Noah Crocker, Finance Director

**Action Requested At This Meeting:** Provide discussion and direction regarding the proposed financial policies and Council Goals.

**Issue:** 2021-2022 Budget Kick-off

**Background:** The Council held a retreat in February 2020 and was presented briefing's by each department. The Council did not have enough time to discuss goals and priorities for the next biennial budget and requested another follow up half day retreat. Due to COVID-19 the follow up meeting was unable to be scheduled. This discussion is intended to receive council feedback on policy issues guiding the 2021-2022 biennial budget.

In an effort to start the budget process the Council was provided the 2021-2022 Budget Calendar at the 07.14.2020 meeting.

Tonight's meeting is a follow up to discuss the following:

- 1) Financial Policy Proposal
  - a. Working Capital Policy
  - b. Stabilization Policy
- 2) Council Goal's for the 2021-2022 Biennium

**Objectives:**

At the conclusion of this agenda topic the following will be accomplished:

- 1) Council direction on the Financial Policies to incorporate into the 2021-2022 Budget.
- 2) Direction on Council Goal's for the 2021-2022 Budget.

**Alternatives:** N/A

**Recommendation:** Staff recommends discussion of the 2021-2022 budget kick-off.

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

**Attachments:** To be provided prior to meeting:

- 1) Financial Policies Draft Language
- 2) Previous Council Goals
- 3) Drafted Council Goals for 2021-2022

**Follow-up Notes & Outcomes:**