

# City of Port Orchard Council Meeting Agenda January 26, 2021 6:30 p.m.

Mayor:

Rob Putaansuu Administrative Official

#### Councilmembers:

Bek Ashby (Mayor Pro-Tempore)
Finance Committee
Economic Development & Tourism Committee
Transportation Committee, **Chair**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
Utilities/Sewer Advisory Committee
Land Use Committee
Transportation Committee
Lodging Tax Advisory Committee, Chair
KRCC-alt

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

Cindy Lucarelli

Festival of Chimes & Lights Committee, **Chair** Utilities/Sewer Advisory Committee, **Chair** 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 <u>unless</u> 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/81718575084
Zoom Meeting ID: 817 1857 5084
Zoom Call-In: 1 253 215 8782

#### 1. CALL TO ORDER

A. Pledge of Allegiance

#### 2. APPROVAL OF AGENDA

#### 3. CITIZENS COMMENTS

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

#### 4. CONSENT AGENDA

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

- A. Approval of Vouchers and Electronic Payments
- **B.** Approval of Payroll and Direct Deposits
- **C.** Adoption of a Resolution Granting Final Plat Approval for McCormick Village (Bond) **Page 4**
- **D.** Adoption of a Resolution Approving the Purchase of Equipment for the Equipment Rental Revolving Fund 500 (Crocker) **Page 27**
- E. Approval of Amendment No. 1 to Contract No. 046-20 with Summit Law Group for Legal Services Related to Labor Negotiations and Relations to Set 2021 Rates Retroactive to January 1, 2021 (Lund) *Page 34*
- F. Approval of Amendment No. 4 to Contract No. 023-17 with the Washington State Military Department for the Port Orchard Storage Building (M. Brown) *Page 60*

#### 5. PRESENTATION

#### 6. PUBLIC HEARING

#### 7. BUSINESS ITEMS

- **A.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapters 20.200 and 20.204 Concerning 2018 Building Code and Fire Codes (Bond) *Page 63*
- **B.** Adoption of a Resolution Approving a Contract with SH&H Valuation and Consulting for Appraisal Service at Parcel #4650-011-001-0001 and Documenting Procurement Procedures (Dorsey) *Page 70*
- C. Adoption of a Resolution Approving a Contract with Herrera Environmental Consultants, Inc. for the 2021 Stormwater and Watershed Comprehensive Plan – Phase I and Documenting Procurement Procedures (Dorsey) Page 85
- **D.** Adoption of a Resolution Approving an Agreement with the Department of Revenue for Business License Services (Crocker) *Page 116*
- E. Approval of Change Order No. 1 to Contract No. 020-20 with GGLO, LLC for the Downtown County Subarea Plan (Bond) *Page 128*
- **F.** Approval of Memorandums of Understanding with the Guild Representing Patrol Officers and the Guild Representing Sergeants Regarding Annual Vacation Carryover (Lund) **Page 169**
- G. Approval of the January 12, 2021, City Council Meeting Minutes Page 170

#### 8. DISCUSSION ITEMS (No Action to be Taken)

- A. Donation Policy for Public Spaces Accessories (Mayor) Page 175
- **B.** Department of Emergency Management (DEM) Funding Related to COVID-19 Response (Mayor) **Page** 191
- C. Gorst Coalition Memorandum of Understanding (Mayor) Page 197

#### 9. REPORTS OF COUNCIL COMMITTEES

#### **10. REPORT OF MAYOR**

#### 11. REPORT OF DEPARTMENT HEADS

#### 12. CITIZEN COMMENTS

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

**13. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110(1)(i), the City Council **WILL** hold an executive session regarding agency litigation. The session duration will be announced prior to the executive session.

#### 14. ADJOURNMENT

COMMITTEE MEETINGS	Date & Time	Location
Finance	February 16, 2021; 5:00pm – 3 <sup>rd</sup> Tuesday of each month	Remote Access
Economic Development and Tourism	February 8, 2021; 9:30am – 2 <sup>nd</sup> Monday of each month	Remote Access
Utilities	February 9, 2021; 5:00pm - 2 <sup>nd</sup> Tuesday of each month	Remote Access
Sewer Advisory	TBD, 2021	Remote Access
Land Use	February 10, 2021; 4:30pm	Remote Access

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.

Meeting materials are available on the City's website at: <a href="www.cityofportorchard.us">www.cityofportorchard.us</a> or by contacting the City Clerk's office at (360) 876-4407.

The City of Port Orchard does not discriminate on the basis of disability. Contact the City Clerk's office should you need special accommodations.

Transportation	tation January 26, 2021; 5:00pm; 4 <sup>th</sup> Remote A		
<b>\</b>	Tuesday of each month	}	
Lodging Tax Advisory	March, 2021	Remote Access	
Festival of Chimes & Lights	February 22, 2021; 3:30pm	Remote Access	
Outside Agency Committees	Varies	Varies	

#### **CITY COUNCIL GOOD OF THE ORDER**

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January 26, 2021, Meeting Agenda Page 3 of 3



#### **City of Port Orchard**

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

#### **Agenda Staff Report**

Agenda Item No.:	Consent Agenda 4C	Meeting Date:	January 26, 2021
Subject:	Adoption of a Resolution Granting Final	Prepared by:	Nick Bond, AICP
	Plat Approval for McCormick Village	-	DCD Director
		Atty Routing No.:	366922.0011 - PW
		Atty Review Date:	January 21, 2021

**Summary**: Quadrant Corporation, a successor owner to Doug Skrobut and GEM 1, LLC, of property identified as McCormick Village (a portion of McCormick North Phase III), submitted an application for final plat approval for the McCormick Village project. The City of Port Orchard Hearing Examiner was granted preliminary plat approval with conditions on October 20, 2010. A Mitigated Determination of Non-Significance for McCormick Village was issued on September 20, 2010. The applicant subsequently revised the preliminary plat approval for McCormick North Phase III through two plat minor modifications, approved by the Department of Community Development Director on January 17, 2012 and May 30, 2019.

The final plat for the McCormick Village subdivision creates 88 single-family residential lots and seven tracts, consisting of common open space, recreational space and stormwater facilities which is consistent with the conditions established by the October 20, 2010 Preliminary Plat Decision and September 20, 2010 Mitigated Determination of Nonsignificance, as amended on January 17, 2012 and May 30, 2019. The applicant has installed or bonded for roadway illumination, roads, sidewalks, landscaping, water and sewer, and storm drainage improvements, and the City has received acceptable bonds guaranteeing completion of any improvements not yet completed. Streets within this final plat are for public use and will be accepted into the City's road system.

**Recommendation**: Adoption of a resolution, granting approval of the final plat of Plat of McCormick Village.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: I move to adopt a resolution, as presented, granting final plat approval for Plat of McCormick Village.

**Fiscal Impact**: Income from building permit fees, ongoing maintenance of public infrastructure.

Alternatives: Approval with added conditions.

**Attachments**: Resolution, Plat map, Department of Community Development Approval Letter, Public Works Approval Letter, South Kitsap Fire and Rescue Approval Letter, Landscaping Performance Bond, and Bill of Sale.

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR A 88-LOT AND SEVEN-TRACT PLAT KNOWN AS MCCORMICK VILLAGE.

WHEREAS, property owner Doug Skrobut, on behalf of GEM1 LLC, (hereinafter "Applicant"), has submitted an application for final plat approval of a phase of the McCormick North Phase III project known as McCormick Village on undeveloped property located in the City of Port Orchard (hereinafter "the Property"); and

WHEREAS, in 2010, the Applicant submitted an application for preliminary plat approval for the McCormick North Phase III to subdivide 129 acres into 159 single-family lots and related tracts, including the McCormick Village phase; and

WHEREAS, on October 20, 2010, after a duly-noticed public hearing to review the proposed development, the City of Port Orchard Hearing Examiner approved the Preliminary Plat for the McCormick North Phase III; and

**WHEREAS,** the Property is subject to a Development Agreement, recorded on December 21, 2010; and

WHEREAS, on January 17, 2012, the City of Port Orchard Development Director approved a Minor Plat Amendment to the McCormick North Phase II preliminary plat; and

WHEREAS, on May 30, 2019, the Development Director approved a second Minor Modification to a portion of McCormick North Phase III preliminary plat; and

WHEREAS, the Property was sold to the Quadrant Corporation in 2020; and

WHEREAS, on September 8, 2020, the Applicant, in conjunction with Quadrant Corporation, submitted an application seeking final plat approval for the portion of McCormick North Phase III preliminary plat known as McCormick Village, for the subdivision of 88 single-family residential lots, seven tracts, and public right-of-way; and

WHEREAS, City staff has reviewed the proposed final plat for compliance with the Port Orchard Municipal Code, and recommends approval subject to adequate bonding/securities in place to ensure the completion of remaining work in the event the Applicant should fail to comply with the terms of the preliminary plat approval; and

**WHEREAS**, the Director of Public Works has determined that the proposed means of sewage disposal and water supply are adequate as constructed or bonded, and recommends approval of the final plat; and

WHEREAS, the City Engineer recommends approval of the final plat; and

Resolution No	
Page 2 of 2	

**WHEREAS,** the City Community Development Director recommends approval of the final plat; and

**WHEREAS,** the South Kitsap Fire and Rescue District recommends approval of the final plat; and

**WHEREAS**, the Applicant has secured bonds guaranteeing completion of the improvements required by the Preliminary Plat Approval; and

WHEREAS, the City Council finds that the McCormick Village plat conforms to all terms and conditions of the preliminary plat approval, as approved by the Hearing Examiner, and that said subdivision meets the requirements of Chapter 58.17 RCW and other applicable state laws and local ordinances; and

**WHEREAS,** the City Council finds that McCormick Village conforms to the applicable zoning requirements and Port Orchard's Comprehensive Plan; now, therefore;

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

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The Port Orchard City Council approves the final plat for McCormick Village, as illustrated and as legally described in Exhibit A, attached hereto; and

**THAT:** The McCormick Village subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval for a period of five years after final plat approval, unless the City Council finds that a change in conditions has created a serious threat to the public health or safety in the subdivision.

**THAT**: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 26<sup>th</sup> day of January 2021.

	Robert Putaansuu, Mayor
ATTEST:	
Brandy Rinearson, MMC, City Clerk	

PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

#### DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE INTEREST OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND FOREVER DEDICATE TO THE USE OF THE PUBLIC ALL STREETS AND AVENUES SHOWN AS PUBLIC HEREON AND THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES;

ALSO TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, TRACTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID STREETS AND AVENUES. THIS SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES, AS THE UNDERSIGNED OWNERS.

ALL WATER MAINS AND APPURTENANCES LOCATE WITHIN PUBLIC RIGHT-OF-WAYS OR WITHIN EASEMENTS DEDICATED TO THE CITY OF BREMERTON ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF BREMERTON.

ALL SANITARY SEWER MAINS, STORM DRAINAGE MAINS AND APPURTENANCES LOCATE WITHIN PUBLIC RIGHT-OF-WAYS OR WITHIN EASEMENTS DEDICATED TO THE CITY OF PORT ORCHARD ARE HEREBY GRANTED AND

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED MCCORMICK VILLAGE AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR MCCORMICK WOODS, RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NOS. 202006240286

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

THE QUADRANT CORPORATION, A WASHINGTON CORPORATION (DEVELOPER)

Jayme Money

BY: JAYME MONEY ITS: VICE PRESIDENT OF FINANCE AND ACCOUNTING

NORTHOAMP PROPERTY INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: JAMES N. TOSTI ITS: MANAGER

#### ACKNOWLEDGMENTS

STATE OF WASHINGTON ) SS COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAYME MONEY IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF FINANCE AND ACCOUNTING OF THE QUADRANT CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH ENTITY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: January 7, 2021 SIGNATURE OF NOTARY: Bachara J. Yarington
PRINTED NAME OF NOTARY: Bachara J. Yarington

RESIDING AT: Reaton, WA MY APPOINTMENT EXPIRES: 10-1-22



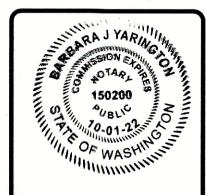
#### **ACKNOWLEDGMENTS**

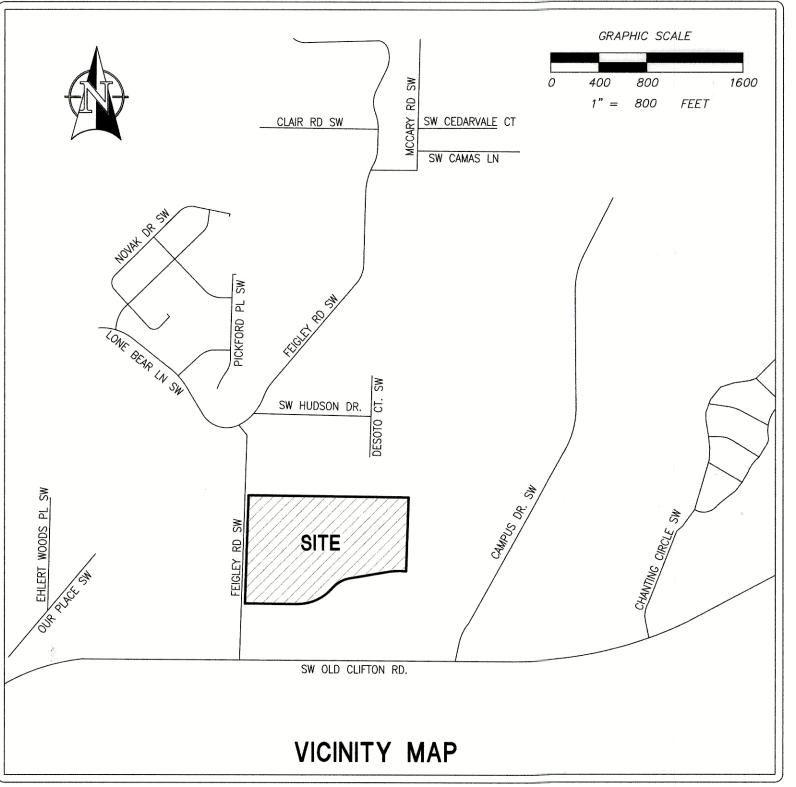
STATE OF WASHINGTON ) SS COUNTY OF SING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES N. TOSTI IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF NORTHCAMP PROPERTY INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH ENTITY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

#### DATE: JANUARY 7, 2021

SIGNATURE OF NOTARY: Barbara J. Yaringfor PRINTED NAME OF NOTARY: Barbara T. Yarington NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: RENTON, WA MY APPOINTMENT EXPIRES: 10-1-22

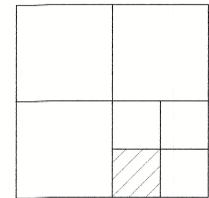




### SHEET INDEX

SHEET 1. APPROVALS AND SIGNATURES SHEET 2. PLAT NOTES SHEET 3. SURVEY CONTROL INFORMATION SHEET 4. PLAT DETAILS SHEET 5. PLAT DETAILS

SHEET 6. PLAT DETAILS SHEET 7. PLAT DETAILS SHEET 8. OVERALL LINE AND CURVE TABLES



INDEXING S05 T23N R05E

### **APPROVALS**

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHT-OF-WAYS, DESIGN OF BRIDGES, SEWAGE AND

CITY COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD

CITY CLERK

CITY FINANCE DIRECTOR APPROVAL

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE

EXECUTED THIS 1th DAY OF January 20 21.

PUBLIC WORKS DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS 11th DAY OF 30019 2021 COMMUNITY DEVELOPMENT DIRECTOR

<u>COUNTY TREASURER APPROVAL</u> THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDIG TO THE RECORDS OF MY OFFICE. UP

TO AND INCLUDING THE YEAR \_

TAX ACCOUNT NOS. 052301-4-023-2008 AND 052301-4-024-2007

**AUDITOR CERTIFICATE** 

FILED AT THE REQUEST OF TREVOR S. LANKTREE, PLS, THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_\_ AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_\_, RECORDS OF KITSAP COUNTY, WASHINGTON.

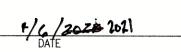
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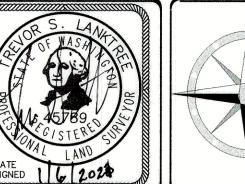
KITSAP COUNTY AUDITOR

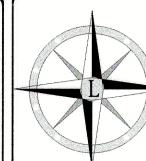


THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE QUADRANT CORPORATION IN MARCH 2020. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK VILLAGE, A PLAT COMMUNITY, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED: THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

TREVOR S. LANKTREE PLS CERTIFICATE NO. 45789







### LANKTREE LAND SURVEYING, INC.

- 25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616

WWW.LANKTREELANDSURVEYING.COM

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PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH RANGE 01 EAST. WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

#### LEGAL DESCRIPTION

#### PARCEL I:

REVISED PARCELS A AND B OF BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 201912050259, IN VOLUME 90 OF SURVEYS, PAGES 59 THROUGH 63, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

#### PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 201912240235, IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS

THAT PORTION OF REVISED PARCEL E OF BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED UNDER AUDITOR'S FILE NO. 201912050259, IN VOLUME 90 OF SURVEYS, PAGES 59 THROUGH 63, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 80.00 FEET IN WIDTH, BEING 40.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF OLD CLIFTON ROAD AS SHOWN ON THE ABOVE DESCRIBED BOUNDARY LINE ADJUSTMENT, AND NORTH 85'08'03" WEST, A DISTANCE OF 905.11 FEET WESTERLY OF THE SOUTHEAST CORNER OF SECTION 5. TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 BEING

THENCE NORTH 02'57'59" EAST, A DISTANCE OF 5.48 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID

THENCE NORTHERLY AND NORTHEASTERLY A DISTANCE OF 182.79.FEET ALONG THE CURVE CONCAVE TO THE EAST. HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 27'33'41";

THENCE NORTH 30'31'40" EAST TANGENT TO SAID CURVE. A DISTANCE OF 411.69 FEET TO THE NORTH LINE OF SAID REVISED PARCEL E AND THE TERMINUS OF SAID CENTERLINE: SIDELINES SHALL EXTEND AND/OR TRUNCATE TO INTERSECT AT BOUNDARY LINES AND INTERSECTION.

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 202001100233, IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS

THAT PORTION OF REVISED PARCELS A THROUGH E, INCLUSIVE, OF BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED UNDER AUDITORS FILE NO. 201912050259, IN VOLUME 90 OF SURVEYS, PAGES 59 THROUGH 63, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, BEING 30.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

THENCE NORTH 02"57'46" EAST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF OLD CLIFTON ROAD;

THENCE CONTINUING NORTH 02'57'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 436.74 FEET TO THE TRUE POINT OF

THENCE SOUTH 87'02'19" EAST, A DISTANCE OF 437.58 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE EASTERLY A DISTANCE OF 261.32 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 46'47'21";

THENCE NORTH 46'10'20" EAST TANGENT TO SAID CURVE, A DISTANCE OF 39.34 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE:

THENCE NORTHEASTERLY AND EASTERLY A DISTANCE OF 208.33 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 36'10'13";

THENCE NORTH 82"20"33" EAST TANGENT TO SAID CURVE, A DISTANCE OF 265.95 FEET TO THE BEGINNING OF A CURVE

THENCE EASTERLY A DISTANCE OF 669.88 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1005.00 FEET AND A CENTRAL ANGLE OF 38'11'26";

THENCE SOUTH 59'28'01" EAST TANGENT TO SAID CURVE, A DISTANCE OF 151.03 FEET TO THE WESTERLY LINE OF AN INGRESS, EGRESS AND UTILITY EASEMENT RECORDED UNDER RECORDING NO. 201207300353, RECORDS OF KITSAP COUNTY, WASHINGTON AND THE TERMINUS OF SAID CENTERLINE.

ALL SITUATE IN SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON

#### DATE OF BOUNDARY SURVEY:

FEBRUARY 19, 2020

#### BASIS OF BEARINGS

CITY OF PORT ORCHARD BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201912050259, RECORDS OF KITSAP COUNTY, WASHINGTON.

#### PROCEDURE / NARRATIVE:

A FIELD TRAVERSE USING A TRIMBLE SX10 ROBOTIC TOTAL STATION AND A TRIMBLE TSC7 DATA COLLECTOR SUPPLEMENTED WITH FIELD NOTES AND TRIMBLE R10 NETWORK RTK GPS ROVER, WAS PERFORMED. ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

#### SURVEYOR'S NOTES

1) ALL DISTANCES SHOWN HEREON ARE IN US SURVEY FOOT.

2) LEGAL DESCRIPTION AND TITLE INFORMATION WAS TAKEN FROM AND RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NUMBER 5003353-0002725E, DATED AUGUST 20, 2020 AND SUPPLEMENTS

#### REFERENCE SURVEYS:

R1) CITY OF PORT ORCHARD BLA, AFN. 201912050259

R2) RECORD OF SURVEY, AFN. 201912120226

R3) CITY OF PORT ORCHARD BLA NO. L-1070, AFN. 201403270172

#### SURVEY INFORMATION (CONTINUED)

#### TITLE ENCUMBRANCES

1-2) TAX INFORMATION

3) TRAFFIC IMPACT FEE AGREEMENT, AFN. 200510210280 AND REASSIGNED BY AFN. 201512310228. (NOT PLOTTABLE)

- 4) REIMBURSEMENT AGREEMENT, AFN. 200710170135 (NOT PLOTTABLE)
- 5) DEVELOPMENT AGREEMENT, AFN. 201012210340, MODIFICATION UNDER AFN. 201512310228 (NOT PLOTTABLE)
- 6) DEVELOPMENT AGREEMENT AFN. 201512300136, MODIFICATION UNDER AFN. 201608250143 (NOT PLOTTABLE)
- 7) EASEMENT AGREEMENT AFN. 201512300137, MODIFICATION UNDER AFN. 201608250144 (NOT PLOTTABLE)
- 8) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED. CITY OF PORT ORCHARD MCCORMICK WOODS LIFT STATIONS #1 & #2 UPGRADE AGREEMENT AFN. 201805160074 (NOT PLOTTABLE)
- 9) TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE ADJUSTMENT) AFN. 201912050259 (NO PLOTTABLE EASEMENTS)
- 10) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NON EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES, ROAD AND CONSTRUCTION." AFN. 201912240235 (EXISTING TITLE PARCEL II OF THIS PLAT-AS SHOWN)
- 11) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NON EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES, ROAD AND CONSTRUCTION." AFN. 202001100233 (EXISTING TITLE PARCEL III OF THIS PLAT-AS SHOWN)
- 12) DEVELOPMENT AGREEMENT AFN. 202001150194 (EXPRESSLY EXCLUDES PARCEL A OF TITLE PARCEL I OF THIS PLAT, BUT INCLUDES TITLE PARCEL B- NOT PLOTTABLE)
- 13) EASEMENT AGREEMENT AFN. 202001150195 (EXPRESSLY EXCLUDES PARCEL A OF TITLE PARCEL I OF THIS PLAT, BUT INCLUDES TITLE PARCEL B- NOT PLOTTABLE)
- 14) CONSTRUCTION EASEMENT AGREEMENT AFN. 202001150205 (BLANKET EASEMENT- NOT PLOTTABLE)

#### PLAT NOTES

1) THE MCCORMICK WOODS ASSOCIATION HOMEOWNERS ASSOCIATION ("HOMEOWNERS ASSOCIATION") WAS ESTABLISHED WITH THE WASHINGTON SECRETARY OF STATE ON JULY 31, 1986. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SAID HOMEOWNERS ASSOCIATION.

2) PRIVATE ACCESS TRACT 1 IS HEREBY CONVEYED AND SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE BENEFIT OF LOTS 10. 11 AND 12. COST OF MAINTENANCE OF SAID TRACT SHALL BE APPORTIONED EQUALLY BETWEEN THE OWNERS OF LOTS 10, 11 AND 12 AND SHALL BE COLLECTED BY THE HOMEOWNERS ASSOCIATION IN THE SAME MANNER AS HOMEOWNERS' DUES. ACCESS TRACT 1 IS HEREBY SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES IN FAVOR OF EACH OF THE BENEFITED LOT OWNERS.

3) PRIVATE ACCESS TRACT 2 IS HEREBY CONVEYED AND SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE BENEFIT OF LOTS 26 AND 27. COST OF MAINTENANCE OF SAID TRACT SHALL BE APPORTIONED EQUALLY BETWEEN THE OWNERS OF LOTS 26 AND 27 AND SHALL BE COLLECTED BY THE HOMEOWNERS ASSOCIATION IN THE SAME MANNER AS HOMEOWNERS' DUES. ACCESS TRACT 1 IS HEREBY SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES IN FAVOR OF EACH OF THE BENEFITED LOT OWNERS.

4) PRIVATE ACCESS TRACT 3 IS HEREBY CONVEYED AND SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE BENEFIT OF LOTS 55, 56, 57 AND 58. COST OF MAINTENANCE OF SAID TRACT SHALL BE APPORTIONED EQUALLY BETWEEN THE OWNERS OF LOTS 55, 56, 57 AND 58 AND SHALL BE COLLECTED BY THE HOMEOWNERS ASSOCIATION IN THE SAME MANNER AS HOMEOWNERS' DUES. ACCESS TRACT 1 IS HEREBY SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES IN FAVOR OF EACH OF THE BENEFITED LOT

5) PARK TRACT 1 AND PARK TRACT 2 ARE HEREBY DESIGNATED AS PRIVATE PARK AND RECREATION TRACTS AND ARE HEREBY GRANTED AND CONVEYED TO HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT. THE OWNERS OF LOTS WITHIN THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF

6) TRACT RD-1 IS A PRIVATE STORM DRAINAGE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS WITHIN THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. AN EASEMENT FOR INSPECTION AND EMERGENCY MAINTENANCE PURPOSES IS HEREBY CONVEY TO THE CITY OF PORT ORCHARD OF TRACT RD-1.

7) TRACTS COS-1, COS-2, COS-3 AND COS-4 ARE HEREBY DESIGNATED AS PRIVATE LANDSCAPE AND OPEN SPACE TRACTS AND ARE HEREBY GRANTED AND CONVEYED TO THE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACTS. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS WITHIN THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

#### PLAT NOTES (CONTINUED)

8) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY INC., CENTURYLINK TELEPHONE COMPANY, COMCAST CABLE COMPANY, WAVE BROADBAND, THE MCCORMICK VILLAGE HOMEOWNERS ASSOCIATION, THE CITY OF PORT ORCHARD. CASCADE NATURAL GAS, BREMERTON WATER DISTRICT, KITSAP PUBLIC UTILITY DISTRICT AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT 10.00 FEET OF ALL LOTS AND TRACTS BEING PARALLEL AND ADJOINING TO THE PUBLIC AND PRIVATE STREET FRONTAGES, AS DELINEATED ON THIS PLAT; TOGETHER WITH AN EASEMENT OVER THE ENTIRETY JOINT USE DRIVEWAY ACCESS TRACT 1, TRACT 2 AND TRACT 3 OF THIS PLAT FOR THE PURPOSE TO INSTALL, LAY, CONSTRUCT, RENEW OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES, WIRES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTIES WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER STREET LIGHTING AND OTHER UTILITY SERVICES, AND TOGETHER WITH THE RIGHT TO ENTER UPON SAID LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THE PURPOSES STATED HEREIN, SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE PURPOSE OF TRANSMISSION OF ELECTRICAL CURRENT, TELEPHONE OR CABLE TELEVISION SHALL BE PERMITTED TO BE PLACED UPON ANY LOT, UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

9) PORTIONS OF NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES AND ROAD CONSTRUCTION, RECORDED UNDER AUDITOR'S FILE NUMBERS 201912240235 AND 202001100233 LYING WITHIN THE PROPERTY OF THIS SUBDIVISION SHALL AUTOMATICALLY TERMINATE UPON RECORDING OF THIS PLAT AND DEDICATION OF SW YARROW STREET, SHOWN HEREON.

10) ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND OF 5.0 FEET IN WIDTH, PARALLEL WITH AND ABUTTING ALL FRONT AND REAR LOT LINES FOR THE PURPOSE OF PRIVATE STORM DRAINAGE. MINOR GRADING AND WALL MAINTENANCE. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF THE ABOVE DESCRIBED EASEMENTS, SHALL BE THE RESPONSIBILITY OF LOTS AND/OR TRACTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURES, OTHER THAN FENCES OR YARD DRAINS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS, OTHER THAN WALLS THAT WERE INSTALLED DURING THE INITIAL DEVELOPMENT OF THIS PLAT.

11) THE DEVELOPER, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ARE HEREBY GRANTED AN EASEMENT OVER ALL LANDS CONVEYED TO THE HOMEOWNERS ASSOCIATION, TOGETHER WITH RIGHTS TO EASEMENTS GRANTED HEREIN TO SAID HOMEOWNERS ASSOCIATION. TO CONDUCT MAINTENANCE. RECONSTRUCTION AND REPAIR OF UTILITIES, GRADING, STRUCTURES AND FENCES WITHIN THIS PLAT. THIS EASEMENT DOES NOT CREATE OBLIGATION TO PERFORM SAID MAINTENANCE, RECONSTRUCTION AND REPAIR, BUT PROVIDES EASEMENT TO DEVELOPER SHOULD THEY BE OBLIGATED BY OUTSIDE AGREEMENT OR JURISDICTIONAL

12) NO RESIDENTIAL LOTS WITHIN THIS PLAT SHALL HAVE DIRECT ACCESS TO FEIGLEY ROAD WEST OR SOUTHWEST YARROW

13) OWNERS OF RESIDENTIAL LOTS WITHIN THIS PLAT ARE RESTRICTED FROM OBSTRUCTING, DIVERTING OR RECHANNELING STORMWATER FLOWS PRIOR TO REVIEW AND APPROVAL OF THE CITY OF PORT ORCHARD PUBLIC WORKS.

14) PURSUANT TO POMC CHAPTER 16.50, PRIOR TO ISSUANCE OF BUILDING PERMITS FOR RESIDENTIAL DWELLING UNITS, SCHOOL IMPACT FEES SHALL BE PAID.

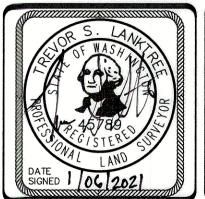
15) HOMES ON LOTS 10, 11, 12, 55, 56, 57 AND 58, OF THIS PLAT SHALL BE REQUIRED TO BE PROVIDED WITH RESIDENTIAL FIRE SPRINKLER SYSTEM.

16) A PRIVATE EASEMENT ALONG THE REAR 10.00 FEET OF LOTS 2 THROUGH 12, INCLUSIVE, AS DELINEATED HEREON, IS HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF ACCESS FOR MAINTENANCE, REPAIR AND REPLACEMENT OF ROCKERY WALL AND APPURTENANT STORM DRAINAGE AND OTHER INFRASTRUCTURE RELATED TO SAID ROCKERY WALL. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID ROCKERY WALL AND INFRASTRUCTURE AND SHALL BE RESPONSIBLE TO RESTORE AREAS ON SAID LOTS TO REASONABLY LIKE CONDITIONS UPON EXERCISING THE ABOVE DESCRIBED RIGHTS OF MAINTENANCE AND REPAIR.

17) A PRIVATE EASEMENT FOR ACCESS OVER TRACT COS-2 IS HEREBY GRANTED TO THE OWNERS OF LOTS 45 THROUGH 50. INCLUSIVE. FOR THE PURPOSE OF MAINTENANCE AND REPAIR OF EXISTING ROCKERY WALLS AND APPURTENANT STORM DRAINAGE LINES. SAID MAINTENANCE AND SHALL BE THE RESPONSIBILITY OF LOT OWNERS GAINING BENEFIT FROM SAID ROCKERY WALLS AND APPURTENANT STORM DRAINAGE LINES AND SAID BENEFITING LOT OWNERS SHALL BE RESPONSIBLE TO RESTORE AREAS ON SAID TRACT TO REASONABLY LIKE CONDITIONS UPON EXERCISING THE ABOVE DESCRIBED RIGHTS OF MAINTENANCE AND REPAIR.

18) A PRIVATE EASEMENT FOR ACCESS OVER THE NORTH 5.00 FEET OF LOT 72 IS HEREBY GRANTED TO THE OWNERS OF LOTS 81, 82, 83 AND 84 FOR THE PURPOSE OF MAINTENANCE AND REPAIR OF EXISTING STORM DRAINAGE LINE, MAINTENANCE AND REPAIR SHALL BE THE RESPONSIBILITY OF LOT OWNERS GAINING BENEFIT FROM SAID STORM DRAINAGE LINE AND SAID BENEFITING LOT OWNERS SHALL BE RESPONSIBLE TO RESTORE AREAS WITHIN SAID EASEMENT TO REASONABLY LIKE CONDITIONS UPON EXERCISING THE ABOVE DESCRIBED RIGHTS OF MAINTENANCE AND REPAIR.

19) A PRIVATE EASEMENT FOR ACCESS OVER THE EAST 10.00 FEET OF LOTS 61 THROUGH 67, INCLUSIVE, THE NORTH 10.00 FEET OF THE WEST 72.50 FEET OF PARK TRACT 1 AND THE EAST 10.00 FEET OF THE WEST 72.50 FEET OF PARK TRACT 1 IS HEREBY GRANTED TO THE OWNERS OF LOTS 60 THROUGH 68, INCLUSIVE, FOR THE PURPOSE OF MAINTENANCE AND REPAIR OF EXISTING STORM DRAINAGE LINE. MAINTENANCE AND REPAIR SHALL BE THE RESPONSIBILITY OF LOT OWNERS GAINING BENEFIT FROM SAID STORM DRAINAGE LINE AND SAID BENEFITING LOT OWNERS SHALL BE RESPONSIBLE TO RESTORE AREAS WITHIN SAID EASEMENT TO REASONABLY LIKE CONDITIONS UPON EXERCISING THE ABOVE DESCRIBED RIGHTS FOR MAINTENANCE





## LANKTREE LAND SURVEYING, INC.

25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616

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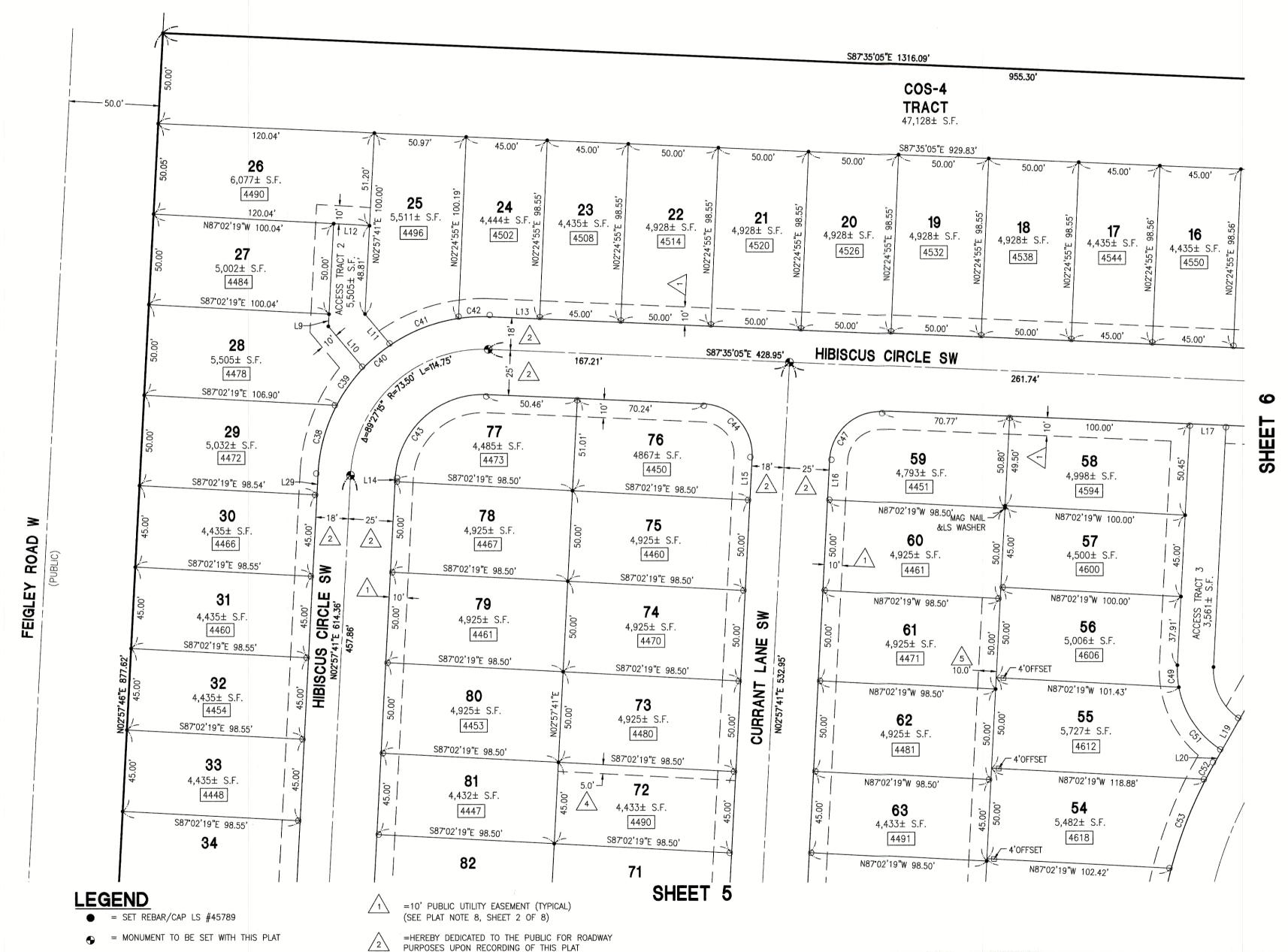
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PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



=10' PRIVATE ROCKERY WALL EASEMENT

=5' PRIVATE STORM DRAINAGE EASEMENT

=10' PRIVATE STORM DRAINAGE EASEMENT

(SEE PLAT NOTE 16, SHEET 2 OF 8)

(SEE PLAT NOTE 18, SHEET 2 OF 8)

(SEE PLAT NOTE 19, SHEET 2 OF 8)

= 1/4 SECTION CORNER

= ADDRESSES

XXXX

= SECTION CORNER

SET REBAR/CAP LS #45789

OFFSET TO CORNER AS NOTED

1' OFFSET TO CORNER OR PC ON RADIAL BEARING



GRAPHIC SCALE

20 40 1" = 40 FEET

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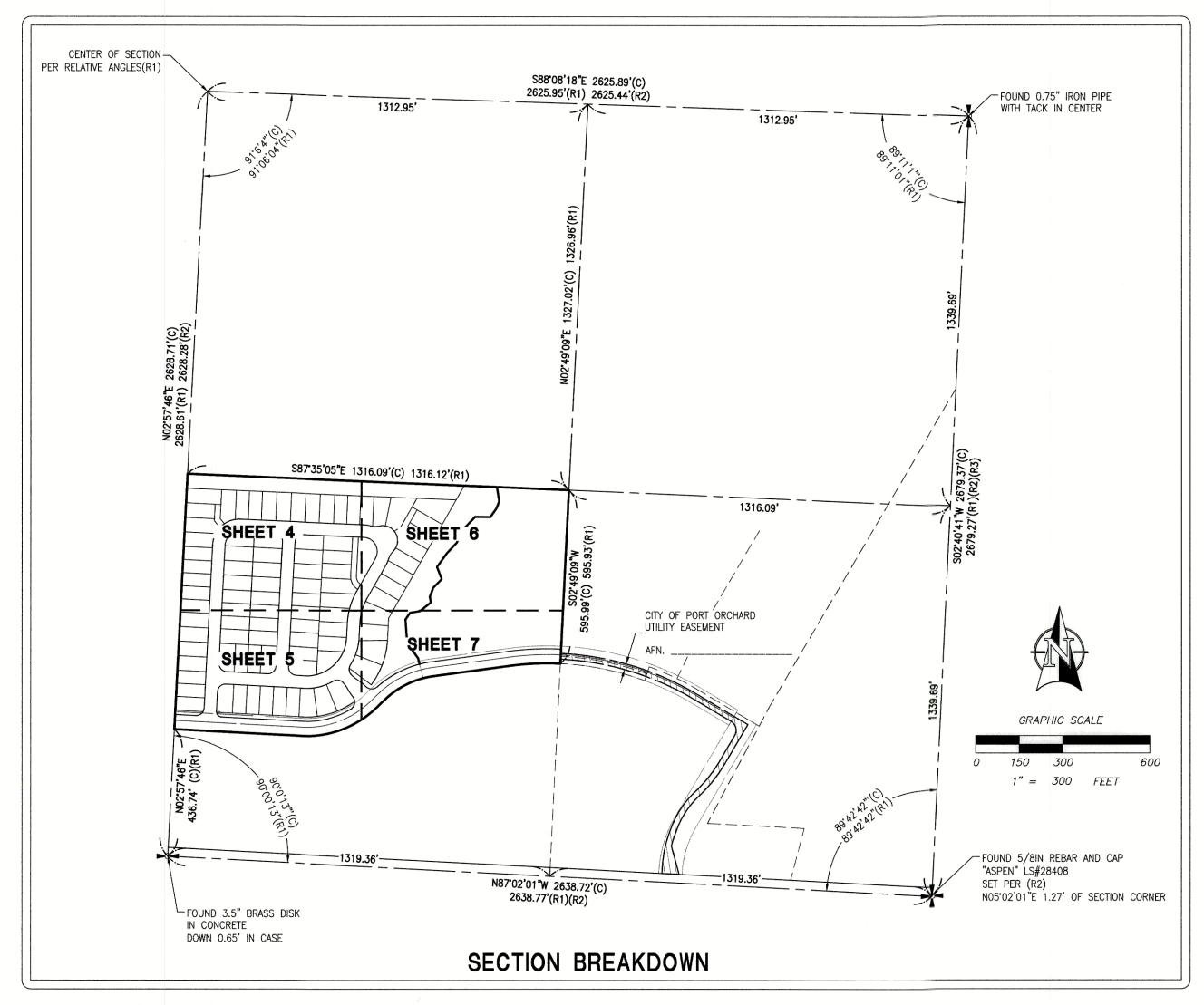


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8

PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



### **SURVEY INFORMATION**

#### BASIS OF BEARINGS

CITY OF PORT ORCHARD BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201912050259, RECORDS OF KITSAP COUNTY, WASHINGTON.

#### PROCEDURE / NARRATIVE:

A FIELD TRAVERSE USING A TRIMBLE SX10 ROBOTIC TOTAL STATION AND A TRIMBLE TSC7 DATA COLLECTOR SUPPLEMENTED WITH FIELD NOTES AND TRIMBLE R10 NETWORK RTK GPS ROVER, WAS PERFORMED, ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

#### SURVEYOR'S NOTES

1) ALL DISTANCES SHOWN HEREON ARE IN US SURVEY FOOT.

2) LEGAL DESCRIPTION AND TITLE INFORMATION WAS TAKEN FROM AND RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NUMBER 5003353-0002725E, DATED MARCH 4, 2020 AND SUPPLEMENTS

#### REFERENCE SURVEYS:

R1) CITY OF PORT ORCHARD BLA, AFN. 201912050259

R2) RECORD OF SURVEY, AFN. 201912120226

R3) CITY OF PORT ORCHARD BLA NO. L-1070, AFN. 201403270172

### **LEGEND**

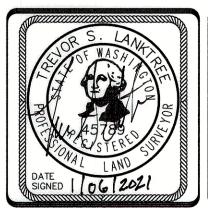
APN = ASSESSOR'S PARCEL NUMBER PROP. = PROPERTY R/W = RIGHT-OF-WAY

= SET REBAR/CAP LS #45789

= MONUMENT TO BE SET WITH THIS PLAT

■ = 1/4 SECTION CORNER







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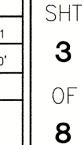
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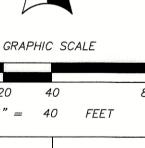
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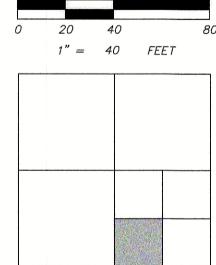
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#### MCCORMICK VILLAGE PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON SHEET 4 S87°02'19"E 98.55' S87°02'19"E 98.50' S87'02'19"E 98.50' 34 4,435± S.F. N87°02'19"W 98.50' N87°02'19"W 102.42' 71 4442 4,432± S.F. 4,432± S.F. 64 S87°02'19"E 98.55' 4441 4500 4,432± S.F. S87'02'19"E 98.50' 4,946± S.F. 4501 S87'02'19"E 98.50' 2 4624 35 N87°02'19"W 98.50' 4,928± S.F. 70 4,432± S.F. 4436 N87'02'19"W 97.17" 4,433± S.F. -C55 4435 S87'02'19"E 98.55' 4510 4,433± S.F. S87'02'19"E 98.50' 4,859± S.F. S87'02'19"E 98.50" 4511 4629 36 SW N87°02'19"W 98.50' \_ 4'OFFSET 84 4,928± S.F. CIRCLE 69 3 4,925± S.F. 4430 N87°02'19"W 97.20' 4,925± S.F. 4429 F. 5 10.0' FEIGLEY ROAD S87°02'19"E 98.55' 4520 4,925± S.F. S87'02'19"E 98.50' 4521 4,717± S.F. S87'02'19"E 98.50' HIBISCUS 4635 4,928± S.F. N87\*02'19"W 98.50' 4424 N87'02'19"W 88.29' 86 S87'02'19"E 98.55' 4,432± S.F. 87 5,006± S.F. PARK 4531 ≥ 4,312± S.F. ≥ 4,312± S.F. ≥ 4,911± S.F. 4693 **TRACT 1** 4,824± S.F. 4681 4675 N87'02'19"W 98.50' ·8 2 4,928± S.F. 6.286± S.F. 4640 4418 4,998± S.F. S87'02'19"E 98.56' 4541 -26.00'-45.00' <sup>^</sup>2 45.00′ 2 4,435± S.F. 240.00' HIBISCUS CIRCLE SW 4412 $\sqrt{2}$ N87'02'19"W 322.20' S87°02'19"E 98.56' 27.06' 46.00' 46.00' 46.00' 0 46.00' 46.00' 4,435± S.F. 4406 5,982± S.F. S87'02'19"E 98.56' 4646 **49** 5,753± S.F. **44** 4,531± S.F. 4,531± S.F. 4,531± S.F. 5 4,531± S.F. 4,531± S.F. 4688 4,674± S.F. 4682 4652 5,432± S.F. 4676 4400 4670 4664 4658 N87°02'19"W 95.36' 46.00' 46.00' Δ=33'43'14" R=300.00' L=176.56' 70.52' COS-2 TRACT N87°02'19"W 295.59'--COS-1 TRACT N87'02'19"W 277.02' 7,223± S.F. 50.00' N87°02'19"W 487.58' SW YARROW STREET 2 S87°02'19"E 437.58' **LEGEND** =10' PUBLIC UTILITY EASEMENT (TYPICAL) = SET REBAR/CAP LS #45789 (SEE PLAT NOTE 8, SHEET 2 OF 8) =HEREBY DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES UPON RECORDING OF THIS PLAT = MONUMENT TO BE SET WITH THIS PLAT = 1/4 SECTION CORNER LANKTREE =10' PRIVATE ROCKERY WALL EASEMENT





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DRAWN BY **TSL** LAND SURVEYING, INC. 1/6/21 SCALE: 1"=40' CHECKED BY: **TSL** JOB NO.: 4350

- 25510 74TH AVENUE SOUTH

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PHONE: (253) 653-6423

FAX: (253) 793-1616

KENT, WA 98032

SHT PROJECT NO.:

5 8

(SEE PLAT NOTE 16, SHEET 2 OF 8)

=5' PRIVATE STORM DRAINAGE EASEMENT (SEE PLAT NOTE 18, SHEET 2 OF 8)

=10' PRIVATE STORM DRAINAGE EASEMENT (SEE PLAT NOTE 19, SHEET 2 OF 8)

= SECTION CORNER

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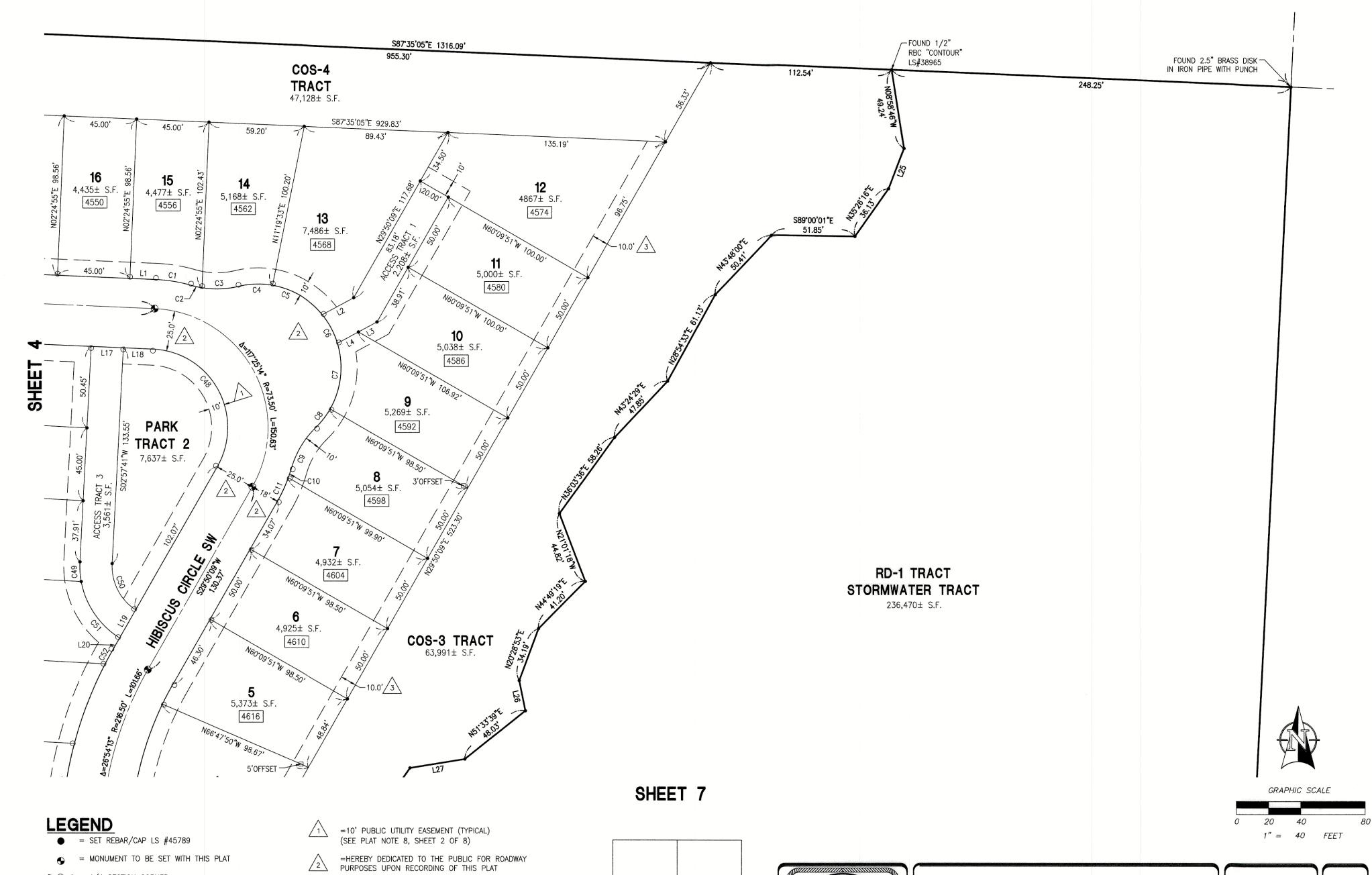
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1' OFFSET TO CORNER OR PC ON RADIAL BEARING

■ SET REBAR/CAP LS# 45789 OFFSET TO CORNER AS NOTED



PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



■ = 1/4 SECTION CORNER

= SECTION CORNER

= ADDRESSES XXXX

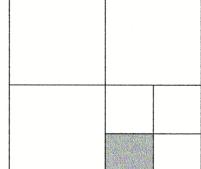
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=10' PRIVATE ROCKERY WALL EASEMENT (SEE PLAT NOTE 16, SHEET 2 OF 8)

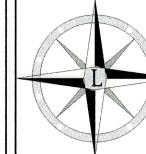
=5' PRIVATE STORM DRAINAGE EASEMENT (SEE PLAT NOTE 18, SHEET 2 OF 8)

=10' PRIVATE STORM DRAINAGE EASEMENT (SEE PLAT NOTE 19, SHEET 2 OF 8)



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## LANKTREE LAND SURVEYING, INC.

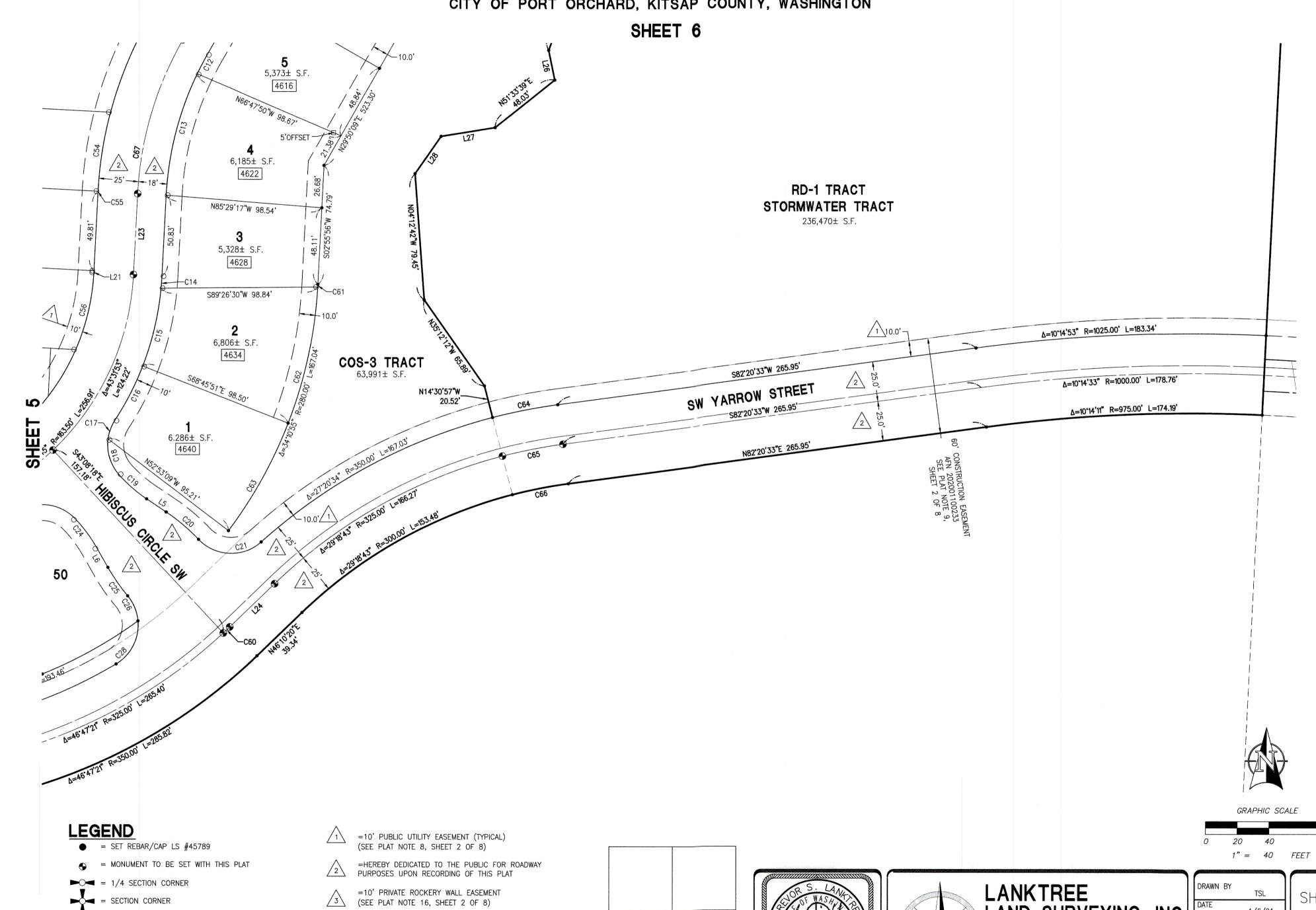
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PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 01 EAST, WILLAMETTE MERIDIAN CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



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= ADDRESSES

SET REBAR/CAP LS #45789

OFFSET TO CORNER AS NOTED

1' OFFSET TO CORNER OR PC ON RADIAL BEARING

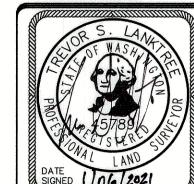
=5' PRIVATE STORM DRAINAGE EASEMENT

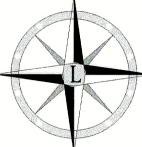
=10' PRIVATE STORM DRAINAGE EASEMENT

(SEE PLAT NOTE 18, SHEET 2 OF 8)

(SEE PLAT NOTE 19, SHEET 2 OF 8)

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# LAND SURVEYING, INC.

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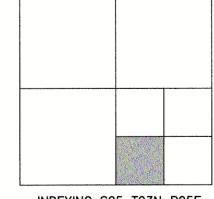
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PORTION OF THE SW1/4 OF SE1/4 OF SECTION 5, TOWNSHIP 23 NORTH,
RANGE 01 EAST, WILLAMETTE MERIDIAN
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

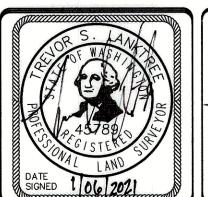
CURVE         DELTA         RADIUS         LENGTH           C1         13'41'19"         91.50'         21.86'           C2         7'08'40"         58.50'         7.29'           C3         22'32'38"         58.50'         23.02'           C4         23'28'18"         51.50'         21.10'           C5         40'44'00"         51.50'         36.61'           C6         22'23'36"         51.50'         41.97'           C8         16'07'30"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         16.01'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         50.35'           C15         15'53'41"         181.50'         38.05'           C16         12'00'39"         181.50'         36.67'           C17         25'56'03"         28.50'         24.71'<		CUDVE	TADIC	
C1         13'41'19"         91.50'         21.86'           C2         7'08'40"         58.50'         7.29'           C3         22'32'38"         58.50'         23.02'           C4         23'28'18"         51.50'         21.10'           C5         40'44'00"         51.50'         20.13'           C6         22'23'36"         51.50'         41.97'           C8         16'07'30"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         16.01'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C13         22'52'36"         198.50'         79.26'           C14         2'2'4'32"         181.50'         50.35'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.				
C2         7'08'40"         58.50'         7.29'           C3         22'32'38"         58.50'         23.02'           C4         23'28'18"         51.50'         21.10'           C5         40'44'00"         51.50'         36.61'           C6         22'23'36"         51.50'         20.13'           C7         46'42'08"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         5.85'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C14         2'24'32"         181.50'         76.3'           C15         15'53'41"         181.50'         76.3'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'<				
C3         22'32'38"         58.50'         23.02'           C4         23'28'18"         51.50'         21.10'           C5         40'44'00"         51.50'         36.61'           C6         22'23'36"         51.50'         20.13'           C7         46'42'08"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         16.01'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C14         2'24'32"         181.50'         76.3'           C15         15'53'41"         181.50'         38.05'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         38				
C4         23'28'18"         51.50'         21.10'           C5         40'44'00"         51.50'         36.61'           C6         22'23'36"         51.50'         20.13'           C7         46'42'08"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         16.01'           C12         4'01'37"         198.50'         13.95'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'		7*08'40"	58.50'	7.29'
C5         40'44'00"         51.50'         36.61'           C6         22'23'36"         51.50'         20.13'           C7         46'42'08"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         16.01'           C12         4'01'37"         198.50'         13.95'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         38.05'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50' <td< td=""><td>C3</td><td>22*32'38"</td><td>58.50'</td><td>23.02</td></td<>	C3	22*32'38"	58.50'	23.02
C6         22'23'36"         51.50'         20.13'           C7         46'42'08"         51.50'         41.97'           C8         16'07'30"         51.50'         14.49'           C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         5.85'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         38.05'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50' <td< td=""><td>C4</td><td>23'28'18"</td><td>51.50'</td><td>21.10'</td></td<>	C4	23'28'18"	51.50'	21.10'
C7         46*42'08"         51.50'         41.97'           C8         16*07'30"         51.50'         14.49'           C9         29*41'15"         58.50'         30.31'           C10         3*39'48"         91.50'         5.85'           C11         10*01'31"         91.50'         16.01'           C12         4*01'37"         198.50'         79.26'           C13         22*52'36"         198.50'         79.26'           C14         2*24'32"         181.50'         7.63'           C15         15*53'41"         181.50'         50.35'           C16         12*00'39"         181.50'         38.05'           C17         25*56'03"         28.50'         12.90'           C18         49*40'03"         28.50'         24.71'           C19         13*53'32"         93.50'         22.67'           C20         12*30'04"         122.50'         26.73'           C21         88*06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76*24'27"         28.50'         38.01'           C24         14*06'57"         93.50' <t< td=""><td>C5</td><td>40'44'00"</td><td>51.50'</td><td>36.61</td></t<>	C5	40'44'00"	51.50'	36.61
C8       16'07'30"       51.50'       14.49'         C9       29'41'15"       58.50'       30.31'         C10       3'39'48"       91.50'       5.85'         C11       10'01'31"       91.50'       16.01'         C12       4'01'37"       198.50'       79.26'         C13       22'52'36"       198.50'       79.26'         C14       2'24'32"       181.50'       7.63'         C15       15'53'41"       181.50'       50.35'         C16       12'00'39"       181.50'       38.05'         C17       25'56'03"       28.50'       12.90'         C18       49'40'03"       28.50'       24.71'         C19       13'53'32"       93.50'       22.67'         C20       12'30'04"       122.50'       26.73'         C21       88'06'45"       28.50'       43.83'         C22       8'04'23"       181.50'       25.57'         C23       76'24'27"       28.50'       38.01'         C24       14'06'57"       93.50'       23.04'         C25       10'11'00"       122.50'       21.77'         C26       34'52'50"       28.50'       17.35'	C6	22*23'36"	51.50'	20.13
C9         29'41'15"         58.50'         30.31'           C10         3'39'48"         91.50'         5.85'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         79.26'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'	C7	46°42'08"	51.50'	41.97
C10         3'39'48"         91.50'         5.85'           C11         10'01'31"         91.50'         16.01'           C12         4'01'37"         198.50'         13.95'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'	C8	16°07'30"	51.50'	14.49'
C11         10°01'31"         91.50'         16.01'           C12         4°01'37"         198.50'         13.95'           C13         22°52'36"         198.50'         79.26'           C14         2°24'32"         181.50'         7.63'           C15         15°53'41"         181.50'         50.35'           C16         12°00'39"         181.50'         38.05'           C17         25°56'03"         28.50'         12.90'           C18         49°40'03"         28.50'         24.71'           C19         13°53'32"         93.50'         22.67'           C20         12°30'04"         122.50'         26.73'           C21         88°06'45"         28.50'         43.83'           C22         8°04'23"         181.50'         25.57'           C23         76°24'27"         28.50'         38.01'           C24         14°06'57"         93.50'         23.04'           C25         10°11'00"         122.50'         21.77'           C26         34°52'50"         28.50'         17.35'           C27         13°53'40"         285.00'         69.11'           C28         64°20'37"         28.50'	C9	29'41'15"	58.50'	30.31
C12         4'01'37"         198.50'         13.95'           C13         22'52'36"         198.50'         79.26'           C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'	C10	3*39'48"	91.50	5.85'
C13         22*52'36"         198.50'         79.26'           C14         2*24'32"         181.50'         7.63'           C15         15*53'41"         181.50'         50.35'           C16         12*00'39"         181.50'         38.05'           C17         25*56'03"         28.50'         12.90'           C18         49*40'03"         28.50'         24.71'           C19         13*53'32"         93.50'         22.67'           C20         12*30'04"         122.50'         26.73'           C21         88*06'45"         28.50'         43.83'           C22         8*04'23"         181.50'         25.57'           C23         76*24'27"         28.50'         38.01'           C24         14*06'57"         93.50'         23.04'           C25         10*11'00"         122.50'         21.77'           C26         34*52'50"         28.50'         17.35'           C27         13*53'40"         285.00'         69.11'           C28         64*20'37"         28.50'         32.01'           C29         14*31'16"         181.50'         33.86'           C31         10*44'24"         181.50'	C11	10°01'31"	91.50'	16.01
C14         2'24'32"         181.50'         7.63'           C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'         46.00'           C30         14'15'40"         285.00'         70.94'           C31         10'44'12"         285.00'	C12	4°01'37"	198.50'	13.95
C15         15'53'41"         181.50'         50.35'           C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'         46.00'           C30         14'15'40"         285.00'         70.94'           C31         10'41'24"         181.50'         53.41'           C33         90'00'00"         28.00'	C13	22*52'36"	198.50'	79.26
C16         12'00'39"         181.50'         38.05'           C17         25'56'03"         28.50'         12.90'           C18         49'40'03"         28.50'         24.71'           C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'         46.00'           C30         14'15'40"         285.00'         70.94'           C31         10'44'24"         181.50'         53.41'           C33         90'00'00"         28.00'         43.98'	C14	2°24'32"	181.50'	7.63'
C17         25*56'03"         28.50'         12.90'           C18         49*40'03"         28.50'         24.71'           C19         13*53'32"         93.50'         22.67'           C20         12*30'04"         122.50'         26.73'           C21         88*06'45"         28.50'         43.83'           C22         8*04'23"         181.50'         25.57'           C23         76*24'27"         28.50'         38.01'           C24         14*06'57"         93.50'         23.04'           C25         10*11'00"         122.50'         21.77'           C26         34*52'50"         28.50'         17.35'           C27         13*53'40"         285.00'         69.11'           C28         64*20'37"         28.50'         32.01'           C29         14*31'16"         181.50'         46.00'           C30         14*15'40"         285.00'         70.94'           C31         10*41'24"         181.50'         33.86'           C32         10*44'12"         285.00'         53.41'           C33         90*00'00"         28.00'         43.98'	C15	15°53'41"	181.50'	50.35
C18         49°40′03"         28.50′         24.71′           C19         13°53′32"         93.50′         22.67′           C20         12°30′04"         122.50′         26.73′           C21         88°06′45"         28.50′         43.83′           C22         8°04′23"         181.50′         25.57′           C23         76°24′27"         28.50′         38.01′           C24         14°06′57"         93.50′         23.04′           C25         10°11′00"         122.50′         21.77′           C26         34°52′50"         28.50′         17.35′           C27         13°53′40"         285.00′         69.11′           C28         64°20′37"         28.50′         32.01′           C29         14°31′16"         181.50′         46.00′           C30         14°15′40"         285.00′         70.94′           C31         10°41′24"         181.50′         33.86′           C32         10°44′12"         285.00′         53.41′           C33         90°00′00"         28.00′         43.98′	C16	12*00'39"	181.50'	38.05
C19         13'53'32"         93.50'         22.67'           C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'         46.00'           C30         14'15'40"         285.00'         70.94'           C31         10'41'24"         181.50'         33.86'           C32         10'44'12"         285.00'         53.41'           C33         90'00'00"         28.00'         43.98'	C17	25*56'03"	28.50'	12.90'
C20         12'30'04"         122.50'         26.73'           C21         88'06'45"         28.50'         43.83'           C22         8'04'23"         181.50'         25.57'           C23         76'24'27"         28.50'         38.01'           C24         14'06'57"         93.50'         23.04'           C25         10'11'00"         122.50'         21.77'           C26         34'52'50"         28.50'         17.35'           C27         13'53'40"         285.00'         69.11'           C28         64'20'37"         28.50'         32.01'           C29         14'31'16"         181.50'         46.00'           C30         14'15'40"         285.00'         70.94'           C31         10'41'24"         181.50'         33.86'           C32         10'44'12"         285.00'         53.41'           C33         90'00'00"         28.00'         43.98'	C18	49*40'03"	28.50'	24.71
C21         88*06'45"         28.50'         43.83'           C22         8*04'23"         181.50'         25.57'           C23         76*24'27"         28.50'         38.01'           C24         14*06'57"         93.50'         23.04'           C25         10*11'00"         122.50'         21.77'           C26         34*52'50"         28.50'         17.35'           C27         13*53'40"         285.00'         69.11'           C28         64*20'37"         28.50'         32.01'           C29         14*31'16"         181.50'         46.00'           C30         14*15'40"         285.00'         70.94'           C31         10*41'24"         181.50'         33.86'           C32         10*44'12"         285.00'         53.41'           C33         90*00'00"         28.00'         43.98'	C19	13'53'32"	93.50'	22.67
C22       8'04'23"       181.50'       25.57'         C23       76'24'27"       28.50'       38.01'         C24       14'06'57"       93.50'       23.04'         C25       10'11'00"       122.50'       21.77'         C26       34'52'50"       28.50'       17.35'         C27       13'53'40"       285.00'       69.11'         C28       64'20'37"       28.50'       32.01'         C29       14'31'16"       181.50'       46.00'         C30       14'15'40"       285.00'       70.94'         C31       10'41'24"       181.50'       33.86'         C32       10'44'12"       285.00'       53.41'         C33       90'00'00"       28.00'       43.98'	C20	12°30'04"	122.50'	26.73
C23         76°24'27"         28.50'         38.01'           C24         14°06'57"         93.50'         23.04'           C25         10°11'00"         122.50'         21.77'           C26         34°52'50"         28.50'         17.35'           C27         13°53'40"         285.00'         69.11'           C28         64°20'37"         28.50'         32.01'           C29         14°31'16"         181.50'         46.00'           C30         14°15'40"         285.00'         70.94'           C31         10°41'24"         181.50'         33.86'           C32         10°44'12"         285.00'         53.41'           C33         90°00'00"         28.00'         43.98'	C21	88*06'45"	28.50'	43.83'
C24       14'06'57"       93.50'       23.04'         C25       10'11'00"       122.50'       21.77'         C26       34'52'50"       28.50'       17.35'         C27       13'53'40"       285.00'       69.11'         C28       64'20'37"       28.50'       32.01'         C29       14'31'16"       181.50'       46.00'         C30       14'15'40"       285.00'       70.94'         C31       10'41'24"       181.50'       33.86'         C32       10'44'12"       285.00'       53.41'         C33       90'00'00"       28.00'       43.98'	C22	8*04'23"	181.50'	25.57
C25         10°11'00"         122.50'         21.77'           C26         34°52'50"         28.50'         17.35'           C27         13°53'40"         285.00'         69.11'           C28         64°20'37"         28.50'         32.01'           C29         14°31'16"         181.50'         46.00'           C30         14°15'40"         285.00'         70.94'           C31         10°41'24"         181.50'         33.86'           C32         10°44'12"         285.00'         53.41'           C33         90°00'00"         28.00'         43.98'	C23	76°24'27"	28.50'	38.01'
C26       34*52'50"       28.50'       17.35'         C27       13*53'40"       285.00'       69.11'         C28       64*20'37"       28.50'       32.01'         C29       14*31'16"       181.50'       46.00'         C30       14*15'40"       285.00'       70.94'         C31       10*41'24"       181.50'       33.86'         C32       10*44'12"       285.00'       53.41'         C33       90*00'00"       28.00'       43.98'	C24	14°06'57"	93.50'	23.04
C27       13*53'40"       285.00'       69.11'         C28       64*20'37"       28.50'       32.01'         C29       14*31'16"       181.50'       46.00'         C30       14*15'40"       285.00'       70.94'         C31       10*41'24"       181.50'       33.86'         C32       10*44'12"       285.00'       53.41'         C33       90*00'00"       28.00'       43.98'	C25	10°11'00"	122.50'	21.77'
C28       64*20'37"       28.50'       32.01'         C29       14*31'16"       181.50'       46.00'         C30       14*15'40"       285.00'       70.94'         C31       10*41'24"       181.50'       33.86'         C32       10*44'12"       285.00'       53.41'         C33       90*00'00"       28.00'       43.98'	C26	34°52'50"	28.50'	17.35'
C29       14*31'16"       181.50'       46.00'         C30       14*15'40"       285.00'       70.94'         C31       10*41'24"       181.50'       33.86'         C32       10*44'12"       285.00'       53.41'         C33       90*00'00"       28.00'       43.98'	C27	13°53'40"	285.00'	69.11
C30       14'15'40"       285.00'       70.94'         C31       10'41'24"       181.50'       33.86'         C32       10'44'12"       285.00'       53.41'         C33       90'00'00"       28.00'       43.98'	C28	64*20'37"	28.50'	32.01
C31 10°41'24" 181.50' 33.86' C32 10°44'12" 285.00' 53.41' C33 90°00'00" 28.00' 43.98'	C29	14°31'16"	181.50	46.00'
C32 10°44′12" 285.00' 53.41' C33 90°00′00" 28.00' 43.98'	C30	14°15'40"	285.00'	70.94
C33 90°00'00" 28.00' 43.98'	C31	10°41'24"	181.50'	33.86
	C32	10*44'12"	285.00'	53.41
C34 12'09'11" 19.00' 4.03'	C33	90'00'00"	28.00'	43.98'
	C34	12.09,11,	19.00'	4.03'

	OHD/C	TADLE	
0	CURVE		
CURVE	DELTA	RADIUS	LENGTH
C35	77*50'48"	19.00'	25.81
C36	62°20′10"	28.00'	30.46
C37	27*39'50"	28.00'	13.52'
C38	24°40'35"	91.50'	39.41
C39	15°56'01"	91.50'	25.45
C40	12*32'55"	91.50'	20.04
C41	25°26'46"	91.50'	40.64
C42	10°50'58"	91.50'	17.33'
C43	89°27'15"	48.50'	75.72'
C44	90°32'45"	28.00'	44.25
C45	90.00,00	28.00'	43.98'
C46	90.00,00,	28.00'	43.98'
C47	89*27'15"	28.00'	43.72
C48	117°25'14"	48.50'	99.39
C49	13°26'45"	52.00'	12.20'
C50	60'06'09"	32.00'	33.57
C51	47°49'11"	52.00'	43.40'
C52	2*23'49"	241.50'	10.10'
C53	12°30'49"	241.50'	52.74
C54	11°56'57"	241.50'	50.37
C55	0.02,38,	241.50'	0.19
C56	20'41'33"	138.50'	50.02
C57	51'59'14"	138.50'	125.67
C58	17'20'58"	138.50'	41.94
C59	90.00,00,	28.00'	43.98
C60	0*58'48"	325.00'	5.56'
C61	0'19'47"	280.00	1.61
C62	17'58'26"	280.00	87.84
C63	15°52'42"	280.00'	77.60'
C64	6'51'30"	350.00'	41.90'
C65	6*51'30"	325.00'	38.90'
C66	6'51'30"	300.00'	35.91
C67	26'54'13"	216.50	101.66

L	INE -	TABLE
LINE	DIST	BEARING
L1	16.17	S87*35'05"E
L2	22.14'	N61°48'54"E
L3	13.07	N61°48'54"E
L4	14.80'	N61°48'54"E
L5	14.77'	S56*14'50"E
L6	14.08'	N29°47'59"W
L7	10.96'	N87'02'19"W
L8	12.14	S87°02'19"E
L9	6.71	S02°57'41"W
L10	30.05	S40°09'16"E
L11	22.15'	S40°09'16"E
L12	20.00'	N87'02'19"W
L13	27.78	N87*35'05"W
L14	2.03'	N02*57'41"E
L15	23.68'	S02*57'41"W
L16	22.13'	N02*57'41"E
L17	20.00'	S87*35'05"E
L18	18.47	S87*35'05"E
L19	20.02	N29*50'09"E
L20	8.28'	N29*50'09"E
L21	1.06	N02*55'56"E
L22	29.20'	S87°02'19"E
L23	50.87	S02*55'56"W
L24	39.34	S46*10'20"W
L25	26.67	N20°56'43"E
L26	19.08	N11*37'07"W
L27	34.50	N80°50'26"E
L28	28.60'	N34*50'35"E
L29	11.80'	N02'57'41"E



INDEXING S05 T23N R05E





# LANKTREE LAND SURVEYING, INC.

- 25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM

AWN BY	TSL	
TE	1/6/21	3
ALE:	N/A	1 - 1
IECKED BY:	TSL	
B NO.:	4350	
ROJECT NO.:		8



#### CITY OF PORT ORCHARD Development Director

216 Prospect Street, Port Orchard, WA 98366
Phone: (360) 874-5533 • Fax: (360) 876-4980
planning@cityofportorchard.us
www.cityofportorchard.us

January 4, 2021

City Council
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick Village LU20-PLAT FINAL-01

**Dear City Council:** 

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the conditions in the City of Port Orchard Hearing Examiner Decision dated October 20, 2010, the subsequent administrative minor plat amendment decisions issued by the City of Port Orchard Development Director on January 17, 2012 and May 30, 2019, and the conditions of the Mitigated Determination of Non-Significance dated September 20, 2010. The subdivision complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development. I therefore recommend approval of the final plat.

Sincerely,

Nicholas Bond, AICP City Development Director



## CITY OF PORT ORCHARD Public Works Director

216 Prospect Street, Port Orchard, WA 98366 Phone: (360) 876-4991 • Fax: (360) 876-4980

mdorsey@cityofportorchard.us www.cityorportorchard.us

January 4, 2021

Port Orchard City Council City of Port Orchard 216 Prospect Street Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick Village

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the City of Port Orchard Hearing Examiner's Findings, Conclusions and Decision dated October 20, 2010, a Minor Amendment dated January 17, 2012, and a final Minor Amendment dated May 30, 2019. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development.

I also state that the City of Port Orchard has confirmed that it has sufficient sewage disposal, pursuant to the completion of the improvements to the McCormick Sewerage Lift Station No. 1 and the near completion of the McCormick Sewerage Lift Station No. 2. With regards to water supply capacity to serve the subdivision known as McCormick Village, this development is located within the City of Bremerton's retail Water Service Area. Finally, the final plat documents have been reviewed, and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are either complete and accepted, or that a Performance Bond has been established for all unfinished work. I therefore recommend approval of the final plat. If you should have any questions, or need additional information, please feel free to contact me at this office.

Sincerely,

Mark R. Dorsey, P.E.

Public Works Director/City Engineer

MRD;mrd

Cc:

Charlotte Archer – City Attorney Nick Bond – Development Director

File

U:\ENGINEERING\Non-City PROJECTS\SITE DEVELOPMENT - RESIDENTIAL\New McCormick North\McCormick Village\City Engineer F-Plat Approval\_McCormick Village.docx



#### Fire Chief Jeff Faucett

City Council
City of Port Orchard
216 Prospect Street
Port Orchard WA 98366

January 5,2021

RE: Recommendation of Approval of Final Plat for McCormick Village

#### Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the conditions in the City of Port Orchard Hearing Examiner decision and conditions. The subdivision complies with all terms and conditions of the approved preliminary plat that are within the authority of South Kitsap Fire and Rescue. I therefore recommend approval of the final plat.

Sincerely,

**Bradley Wiggins** 

Deputy Fire Marshal

South Kitsap Fire and Rescue

#### CITY OF PORT ORCHARD LANDSCAPE PERFORMANCE BOND

Name of Project McCormick Village (FKA McCormick Woods North Ph 3)
Project Location Feigley Road W and SW Yarrow Street
Project/Application # PW 18-014 and PW 18-015
Performance Bond Amount \$346,767
Bond #30098116 Premium: \$1,283 / Annually
Know all men by these presents: That whereas the City of Port Orchard, State of Washington has issued a permit to <a href="Quadrant Homes">Quadrant Homes</a> (Contractor) hereinafter designated as the "Principal" a permit for the construction of the project designated <a href="McCormick Village">McCormick Village</a> , Port Orchard, Washington all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:
NOW, THEREFORE, we, the principal, and The Continental Insurance Company (Surety), a corporation, organized and existing under and by virtue of the laws of the State of Pennsylvania , duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Port Orchard, Washington, in the sum of:
Three hundred forty-six thousand seven hundred sixty-seven  (\$ 346,767
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless the City of Port Orchard, Washington, their officers and agents from any claim for such payment; and shall further save harmless and indemnify said City of Port Orchard, Washington, from any claims relating to defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract. Once the work has been completed and accepted by the City of Port Orchard this Performance Bond will be released and replaced with a 2 year Maintenance Bond not to exceed the sum of:  Two hundred eighty-eight thousand nine hundred seventy-three Dollars (\$ 288,973 )  125% Total Contract Amount. This hold harmless and indemnification agreement shall survive the expiration of this bond.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers this \_3rd\_\_\_ day of \_November\_\_\_\_, 20 20 \_.

day of <u>November</u> , 20 20.	
Quadrant Homes	
Principal In	
By Minne Morrey	
Signadire	
Jayme Money	
Printed	
_VP Finance/ARCH	
Title /	
ATTEST:	
The Continental Insurance Company	
Surety 1. 1 00 1	
By Thechelle Haase	
Signature	
Michelle Haase	
Printed	THE E
Attorney-in-Fact	000000000000000000000000000000000000000
Title	
Name and Address of local office/agent of	
Surety Company:	Accepted by the City of Port Orchard this
Lockton Insurance Brokers, LLC	11th day of December , 2020.
600 University Street, Suite 1900	
Seattle, WA 98101	By: Nicholas Bond
m: 6,00018	
By / Yelle Hause	Title: Community Development Director
Signature Michelle Haase	
Senior Account Manager - Irvine CA Office	

Title

### **ALL-PURPOSE** CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	3
	1
County of Orange	}
NOV <b>0 3 2020</b> On before me,	Janina Monroe, Notary Public
Onbefore me, _	(Here insert name and title of the officer)
personally appearedMichelle Haase	
	actory evidence to be the person(s) whose
	instrument and acknowledged to me that er/their authorized capacity(ies), and that by
	ent the person(s) or the entity upon behalf of
which the person(s) acted, executed the	
I certify under PENALTY OF PERJURY	under the laws of the State of California that
the foregoing paragraph is true and cor	A
	JANINA MONROE Notary Public - California
WITNESS my hand and official seal.	Orange County Commission # 2244611 My Comm. Expires Jun 25, 2022
	my Contin. Expires Juli 23, 2022
Notary Public Signature (No	otary Public Seal)
•	••••••••••••••••••••••••••••••••••••••
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from
	other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)	• Date of notarization must be the date that the signer(s) personally appeared which
Number of Pages Document Date	must also be the same date the acknowledgment is completed.  • The notary public must print his or her name as it appears within his or her
Document Date	commission followed by a comma and then your title (notary public).  • Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	notarization.  • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a</li> </ul>
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.  • Signature of the notary public must match the signature on file with the office of
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.  Indicate title or type of attached document, number of pages and date.
Other	Indicate the or type of attached document, number of pages and date.

2015 Version www.NotaryClasses.com 800-873-9865

Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Paul Boucher, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of October, 2020.



The Continental Insurance Company

Paul T. Bruflat

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR

PANOTARY PUBLIC FALL
SOUTH DAKOTA FALL

My Commission Expires June 23, 2021

I Mohr

Notary Public

#### **CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of November, 2020.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

#### **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



#### **Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Basemary Quinn

Vice President and Surety General Counsel on behalf of

SE AV AND SOUTH DANG

**Western Surety Company** 



**Continental Casualty Company** 



The Continental Insurance Company



**National Fire Insurance Company of Hartford** 



American Casualty Company of Reading, Pennsylvania

	BILL OF SALE
í	THIS BILL OF SALE is made and executed this day of, 20 <u>21</u> , by and between The Quadrant Corporation,, A Washington Corporation, hereinafter called the "Grantor" and the City of Port Orchard, a Municipal Corporation, hereinafter called the "Grantee."
١	WITNESSETH:
(	That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, sets over, assigns, transfers and delivers and warrants to the City of Port Orchard ownership in the following described personal property situated in Kitsap County, State of Washington, and installed by the Grantor to date, TO WIT:
į	Public Roadways, Sewer and Storm Systems as Shown on the Approved McCormick Village Plans
	(FKA McCormick Woods North Ph III) under Permits PW18-014 and PW18-015 and Referenced in
	Attached Exhibit A
1	The Grantor hereby warrants that it is the lawful and sole owner of all the personal property above conveyed, that such items are free from all liens and encumbrances, that the Grantor has the full power to convey and transfer the same, and that the Grantor will defend the same against the claims and demands of any and all persons lawfully making claims thereto. The Grantor further warrants that the execution of this Bill of Sale is an authorized act of said Grantor.  Dated at
	GRANTOR: (_The Quadrant Corporation)
	Its: Vice President  Print Name: Ozyme Money
	Remainder of page intentionally left blank]
P	t'Surety forms\Bill of Sale\approved by Interim Atty\Bill of Sale – Master Form

STATE OF WASHINGTON	) )ss
COUNTY OF VIM	_)***
On this day of	, to me known to be the Vice President of, a Washington corporation, that executed the within
	owledged the said instrument to be the free and voluntary rethe uses and purposes therein mentioned, and on oath present execute said instrument.
all a coop Exit	eal this day of
PUBLIC SESSO Number 2016	Notary Public in and for the State of Washington, residing in My commission expires 15 20 2024
Dated at Port Orchard, Washington	, this day of, 20  CITY OF PORT ORCHARD
	By: Mark R. Dorsey, PE, Public Works Director
STATE OF WASHINGTON COUNTY OF KITSAP	) )ss )
executed the foregoing instrument,	re personally appeared before me, Mark R. Dorsey, who and acknowledged the said instrument to be the free and Port Orchard for the uses and purposes therein mentioned, to execute the said instrument.
Given under my hand and official se	eal this day of, 20
	Notary Public in and for the State of Washington,
	residing in My commission expires
P:\Surety forms\Bill of Sale\approved by Interim Atty\Bill of Sale – Mas	
	I TOLII

McCORMICK VILLAGE PUBLIC UTILITY and ROADWAY CONSTRUCTION COSTS

EXHIBIT A

Item	UM	Unit Price	Total Qty	Taxable Qty	Non Taxable Qty	Ext Price (Tot Qty*Price)	Тах	Total
Public Storm System		Zana Asarah (Na)	122		<b>用加州</b> 国际宣			1000
8" DIP Storm	LF	44.00	506.00		506.00	22,264.00		22,264.00
12" DIP Storm	LF	64.50	29.00		29.00	1,870.50	-	1,870.50
12" CPEP Storm	LF	35.00	2,904.00		2,904.00	101,640.00	-	101,640.00
18" CPEP Storm	LF	54.00	456.00		456.00	24,624.00	-	24,624.00
24" CPEP Storm	LF	81.00	365.00		365.00	29,565.00	100	29,565.00
Type I CB	EA	1,100.00	46.00		46.00	50,600.00	(-)	50,600.00
Type IL CB	EA	1,400.00	3.00		3.00	4,200.00		4,200.00
Type II CB - 48"	EA	3,360.00	12,00		12.00	40,320.00	Ε,	40,320.00
Clean, Flush and Test	LF	4.00	4,506.00		4,506.00	18,024.00	-	18,024.00
Raise Casting To Final Lift	EA	625.00	4.00		4.00	2,500.00	2	2,500.00
Subtotal Public Storm System				<b>发展的</b>	经现代的	295,607.50		295,607.50
Public Sewer System			H CONTRACTOR OF THE STATE OF	77. ST. ST. ST. ST.			THE SECOND STREET	
Connect To Existing Sewer	EA				-	.		
8" PVC	LF	32.50	3,437.00	3,437.00	-	111,702,50	10,053.23	121,755.73
10" PVC	EA	52.50	3,437.00	5,457.00	-	111,702.50	10,055.25	121,755.75
48" SSMH	EA	3,745.00	24.00	24.00		89,880.00	8,089.20	97.969.20
Mainline Sewer Cleanouts	EA	580.00	6.00	6.00		3,480.00	313.20	3,793.20
Flush, Test, TV	LF	2.75	6,562.00	6,562.00		18,045.50	1,624.10	19,669.60
Concrete Collars	EA	2.70	0,502.00	0,302.00		10,043.30	1,024.10	13,003.00
Raise Casting To Final Lift	EA	625.00	30,00	30.00	-	18,750.00	1,687.50	20,437,50
Subtotal Onsite Sanitary Sewer		020.00	80.00	00,00		241.858.00	21,767.22	263,625.22
Connect to Existing	EA	14,150.00	1.00	1,00	-	14,150.00	1,273.50	15,423.50
8" PVC	LF	46.75	1,640,00	1,640,00	-	76,670.00	6.900.30	83,570,30
48" SSMH	EA	4,725.00	9.00	9.00	-	42,525.00	3,827.25	46.352.25
Raise Sewer Casting To Final Grade	EA	625.00	1.00	1.00	_	625.00	56.25	681.25
Concrete Collars	EA	350.00	8.00	8.00	_	2,800.00	252.00	3.052.00
Flush, Test, TV	LF	2.75	1,640.00	1,640.00	-	4,510.00	405.90	4,915.90
Subtotal Offsite Sanitary Sewer			Harman T.			141,280.00	12,715.20	153,995.20
Public Roadway								
Rolled Concrete Curb & Gutter	LF	15.50	4,850.00		4,850.00	75,175.00	•	75,175.00
Vertical Concrete Curb and Gutter	LF	14.00	2,715.00		2,715.00	38,010.00		38,010.00
Concrete Traffic/Barrier Curb	LF	25.00	165.00		165.00	4,125.00	-	4,125.00
Asphalt Paving - 3" HMA Class 1/2"	SY	18.10	13,335.00		13,335.00	241,363.50	-	241,363.50
Concrete Sidewalk - 4" Thick	SY	36.90	1,040.00		1,040.00	38,376.00	-	38,376.00
Driveway Aprons - 6" Thick	SY	44.10	3,255.00		3,255.00	143,545.50	-	143,545.50
Street Signs and Striping	LS	28,510.00	1.00		1.00	28,510.00		28,510.00
ADA Ramps	EA	900.00	14.00		14.00	12,600.00	- L	12,600.00
Subtotal Public Roadway		residence state				581,705.00		581,705.00
TOTAL BUBLIO LITH PRO	NATA S.							
TOTAL PUBLIC UTILITIES and ROAD	WWAT					1,260,450.50	34,482.42	1,294,932.9



#### City of Port Orchard

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

#### **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4D
Subject: Adoption of a Resolution Approving the Prepared by: Noah Crocker
Purchase of Equipment for the Equipment Rental Revolving Fund 500
Atty Routing No.: January 26, 2021
Adoption of a Resolution Approving the Prepared by: Noah Crocker
Finance Director
Atty Review Date: January 21, 2021

**Summary**: The City Council adopted the 2021-2022 Biennial Budget, which included \$709,000 for the purchase of vehicles and equipment for the Equipment Rental and Revolving Fund 500.

The City's Procurement Policies require City Council approval for purchases costing \$35,000 or more.

The equipment listed in the proposed resolution is within the limits of the Biennial Budget and meets the City's fleet standardization policies.

The proposed Resolution is to provide the City Council's approval of the vehicle purchases in accordance with the procurement procedures established by the City Council.

**Recommendation**: Staff recommends approving the Resolution as proposed.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: "I move to adopt a Resolution, providing City Council approval of the purchase of vehicles and equipment in accordance with the City's fleet standardization policies and the 2021-2022 Biennial Budget."

Fiscal Impact: Estimate Cost: ~\$ 94,000

**Alternatives:** Do not approve resolution and provide alternative guidance.

Attachment: Resolution and Purchase Order No. 005-21

#### RESOLUTION NO. \_\_\_\_

## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF VEHICLES FOR THE EQUIPMENT RENTAL REVOLVING FUND.

**WHEREAS,** the City Council has approved Ordinance No. 035-20, approving the 2021-2022 Biennial Budget; and

WHEREAS, the 2021-2022 Biennial Budget includes \$709,000 for capital purchases of vehicles and equipment for the Equipment Rental and Revolving fund; and

**WHEREAS**, the City Council has approved procurement policies which require City Council authorization for purchasing items costing \$35,000 or more; and

**WHEREAS**, the attached purchase order is for the purchase of vehicles in an amount that exceeds the \$35,000 authorization limit; and

**WHEREAS**, the purchase orders are for vehicles that meet the fleet standardization policy as adopted by the City Council, and are consistent with the 2021-2022 Biennial Budget; now, therefore,

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

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The City Council approves the purchase of all vehicles listed in the purchase orders attached hereto in Exhibit A. The Mayor or his designee is authorized to take action consistent with this authorization.

**THAT**: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 26<sup>th</sup> day of January 2021.

	Robert Putaansuu, Mayor	
ATTEST:		

## **City of Port Orchard** 216 Prospect Street

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

### **PURCHASE ORDER**

Columbia Ford 700 7th Avenue Longview, WA 98632 360-423-4321 Ext: 187

P.O. No. 005-21 **Date:** January 19, 2021

#### **Ship To:**

City of Port Orchard 216 Prospect Street Port Orchard, WA 98366

Bill To:

Attn: Accounts Payable City Of Port Orchard 216 Prospect Street Port Orchard, WA 98366

Ordered By:

Gretchen Isaksson Finance

City Clerk or Authorized Representative Signature

**Authorized Signature:** 

Qty	Description	<b>Unit Price</b>	Total
1511-52	2 Police Vehicles		
2	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV	\$43,107.00	\$86,214.00
	*Coo attacked decrementation and average for more information*		
	*See attached <b>documentation and quote</b> for more information*		
	IF TOTAL COST IS OVER \$7,500.00 ATTACH PROCUREMENT DOCUMENTS		
	* See attached quote for more details*		
		Subtotal	\$86,214.00

THIS ORDER IS A CONFIRMATION	Yes
THIS ORDER IS NOT A CONFIRMATION	
ACCOUNT CODE:	

 Subtotal
 \$86,214.00

 Tax (8.4%)
 \$7,241.98

 Est. Freight
 Add'l Fees

 Bal Due
 \$93,445.98



# Equipment Rental & Revolving Fund 2021 Purchase

Replacem	ents & Additions	2021 Budget	2021 Actual*
Department	Vehicle/Equipment	Estimated Purchase	<b>Purchase Order</b>
_		Cost	Cost
Police	Ford Interceptor	\$56,000	\$46,727.99
Police	Ford Interceptor	\$56,000	\$46,727.99
Total		\$112,000	\$93,455.98

<sup>\*</sup>Purchase Order Cost do not reflect all-inclusive final vehicle cost as there will be minor miscellaneous outfitting cost (City logo, lights, licensing, radios, etc.)

#### **Donna Main**

From:

NOREPLY@des.wa.gov

Sent:

Tuesday, January 12, 2021 9:21 AM

To:

Donna Main

Cc:

noreply@des.wa.gov

Subject:

Vehicle Quote - 2021-1-320 - PORT ORCHARD, CITY OF - 21802

Vehicle Quote Number: 2021-1-320

Create Purchase Request

View organization purchase requests

This is a quote only. You must create a purchase request to order this vehicle(s)

#### **Contract & Dealer Information**

Contract #: 05916

Dealer: Columbia Ford (W403)

700 7th Avenue Longview WA 98632 Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

#### **Organization Information**

Organization: PORT ORCHARD, CITY OF - 21802

Email: dmain@cityofportorchard.us

Quote Notes:

Vehicle Location: PORT ORCHARD

#### Color Options & Qty

Agate Black (UM) - 1

Tax Exempt: N

#### **Vehicle Options**

Order Code 2021-0521-001	Option Description 2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	Qty 1	Unit Price \$32,879.00	
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lbft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	1	\$3,518.00	\$3,518.00
2021-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	1	\$892.00	\$892.00
	Rear Lighting Solution [Includes two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted to inside liftgate glass; two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open); LED lights only; Wiring and controller not included] (Included with Ready for the Road	1	\$454.00	\$454.00

	Package #67H) (When ordered as a stand-alone option, recommend also ordering Ultimate Wirlng Package #67U) (66C)			
2021-0521-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	1	\$60.00	\$60.00
2021-0521-019	Police Wire Harness Connector Kit - Front/Rear (For connectivity to Ford PI Package Solutions) [FRONT includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] [REAR includes one (1) 2-pin connector for rear lighting, one (1) 2-pin connector, six (6) female 4-pin connectors, six (6) male 4-pin connectors, one (1) 10-pin connector] (67V)	1	\$185.00	\$185.00
2021-0521-020	Front Warning Auxiliary LED Light (Driver side - Red / Passenger side - Blue) (Located below head lamps, above bumper fascia) (Must also order Pre-Wiring for Grille Lamp, Siren and Speaker #60A) (21L)	1	\$548.00	\$548.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Prewiring for grille lamp, siren and speaker #60A) (63B)	1	\$289.00	\$289.00
2021-0521-022	Rear Quarter Glass Side Marker LED Lights (Driver side - Red / Passenger side - Blue) (63L)	1	\$574.00	\$574.00
2021-0521-023	Front Interior Visor Light Bar (LED) (Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. Fully programmable. Red/Red or Blue/Blue operation. White Take Down and Scene capabilities.) (96W)	1	\$1,141.00	\$1,141.00
2021-0521-026	Interior Upgrade (Includes 1st/2nd row carpeting, carpeted floor mats, rear cloth seats, center floor console w/ cupholders) (Also includes SYNC3: enhanced voice recognition communications and entertainment system, 4.2in color LCD screen in center-stack smart display, AppLink, 911 Assist) (retains column shifter) (deletes standard console mounting plate between front seats) (Not available with Ready for the Road #67H, Ultimate Wiring #67U or Rear Console Plate #85R) (May be combined with Front Visor/Rear Spoiler Light options) (65U)	1	\$389.00	\$389.00
2021-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	1	\$50.00	\$50.00
2021-0521-029	Siren/Speaker 100 Watt (includes bracket & pigtail) (18X)	1	\$314.00	\$314.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	1	\$50.00	\$50.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	1	\$25.00	\$25.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	1	\$259.00	\$259.00
2021-0521-035	Badge Delete (deletes Police Interceptor badging on rear liftgate and Interceptor badging on front hood when ordered with EcoBoost engine) (16D)	1	\$0.00	\$0.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	1	\$543.00	\$543.00
2021-0521-043	Reverse Sensing System (76R)	1	\$275.00	\$275.00
2021-0521-044	Perimeter Anti-Theft Alarm (activated by hood, door or liftgate - when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn) (Must also order Remote Keyless Entry #55F) (Not available with Fleet Keyed Alike option) (593)	1	\$119.00	\$119.00

2021-0521-046 Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	1	\$144.00	\$144.00
2021-0521-048 Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not Include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	\$339.00	\$339.00
2021-0521-057 Wheel covers (18in full face wheel covers) (65L)	1	\$60.00	\$60.00
2021-0521-072 Class III Trailer Tow Lighting Package (Includes 4-pin and 7-pin connectors and wiring) (Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity is standard equipment) (52T) NOW STANDARD EQUIPMENT	1	\$0.00	\$0.00

#### **Quote Totals**

Total Vehicles:

1

Sub Total: \$43,107.00

**8.4 % Sales Tax:** \$3,620.99 **Quote Total:** \$46,727.99



#### **City of Port Orchard**

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

#### **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4E Meeting Date: January 26, 2021

Subject: Approval of Amendment No. 1 to Contract No.

046-20 with Summit Law Group for Legal
Services Related to Labor Negotiations and Relations to Set 2021 Rates Retroactive to
January 1, 2021

Meeting Date: Debbie Lund
HR Manager
Atty Routing No.: 366922.008 – HR
Atty Review Date: January 21, 2021

**Summary**: In April 2020, the City entered into a contract with Summit Law Group, PLLC to provide legal services related to labor negotiations and relations. The initial contract included the firm's rates for 2020 and a provision calling for a future amendment to reflect the 2021 rates. In November 2020, the City was advised by Summit of their proposed hourly billing rates for 2021. The 2021 rates reflect a \$5 per hour increase for most members of the Summit Law Group. One professional (Dan Swedlow) reflects a \$10 per hour increase. This request is to approve the amendment and make the increased rates retroactive to January 1, 2021. The City has used the services of Summit Law Group in January 2021.

**Recommendation**: Staff recommends the Council approve Amendment No. 1 to Contract 046-20, to set the hourly billing rates for 2021.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: I move to authorize the Mayor to execute Amendment No. 1 to Contract No. 046-20 with Summit Law Group to set the 2021 billing rates.

**Fiscal Impact**: It is anticipated that this rate increase will be absorbed by the budgeted dollar amounts for legal services.

**Alternatives:** Not approve this request and provide alternative guidance.

**Attachments**: Contract 046-20, Amendment No. 1 thereto (with substitute Exhibit A to Contract No. 046-20, billing rates for 2021).

## CITY OF PORT ORCHARD CONTRACT FOR PROFESSIONAL SERVICES

Amendment No. 1 to Contract No. 046-20

THIS First Amendment to Contract No. 046-20, is made effective the 1<sup>st</sup> day of January, 2021, by and between the City of Port Orchard, a Washington municipal corporation ("City"), and Summit Law Group ("Consultant") whose principal office is located at 315 5<sup>th</sup> Ave. South, Suite 1000, Seattle, Washington 98104.

**WHEREAS**, the parties hereto have entered into Contract No. 046-20 ("Agreement") for professional services, and desire to update the terms of the agreement to reflect Consultant's 2021 billing rates;

**NOW, THEREFORE**, in consideration of the terms and provisions hereof, the parties agree as follows:

Attachment 1 hereto is substituted as Exhibit A to Contract No. 046-20, to reflect Consultant's 2021 billing rates.

In all other respects, the Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF DODT ODCLIADD

WASHINGTON	SUMMIT LAW GROUP	
By: Rob Putaansuu, Mayor	By:Sofia Mabee, Partner	
Date:	Date:	
ATTEST/AUTHENTICATED:		
By: Brandy Rinearson, MMC, City Clerk		

CLIMANIT I AW CDOLID



SOFIA D. MABEE DID: (206) 676-7112

EMAIL: sofiam@summitlaw.com

315 Fifth Ave S Suite 1000 Seattle, Washington 98104

> phone · 206.676.7000 fax · 206.676.7001

Via email: dlund@cityofportorchard.us

January 4, 2021

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

**Re:** Engagement Letter

Dear Mayor Putaansuu:

Thank you for considering hiring Summit Law Group to represent the City of Port Orchard with regard to labor and employment matters. We will represent the City's interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on its behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to visit our website (*www.summitlaw.com*). Summit Law Group was founded on the principle that a modern law firm should be focused on its customers, not its lawyers. We designed Summit to be leaner, more efficient and more customer-responsive than traditional law firms. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of the City's legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite the City to pay in accordance with its perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount—upward or downward—based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is \$335. The billing rates and contact information of the Summit team members who are available to assist with this engagement are included in the Appendix to this letter.

Mayor Putaansuu January 4, 2021 Page 2

Unless otherwise agreed in writing, we will provide you with full itemized electronic billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services and other extraordinary expenses). We also charge for certain third-party vendor expenses related to document processing and discovery, electronic or otherwise (which may include the use of artificial intelligence). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix that includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP, PLLC

Sofia D. Mabee

City of Port Orchard

AGREED AND ACCEPTED:

By \_\_\_\_\_ Title \_\_\_\_ Dated

## APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC

The term "you" below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client's authorized representative, but the term "you" below refers to the entity client.

#### **IDENTITY OF CLIENT.**

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

#### SCOPE OF ENGAGEMENT.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

## SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below:

Professional	Direct Dial	Email	<b>Hourly Rate</b>
Sofia Mabee	(206) 676-7012	sofiam@summitlaw.com	335
Otto Klein	(206) 676-7034	ottok@summitlaw.com	360
Rodney Younker	(206) 676-7080	rody@summitlaw.com	360
Shannon Phillips	(206) 676-7092	shannonp@summitlaw.com	335
Beth Kennar	(206) 676-7068	bethk@summitlaw.com	335
Kristin Anger	(206) 676-7023	kristina@summitlaw.com	335
Mike Bolasina	(206) 676-7006	mikeb@summitlaw.com	335
Seth Bernsten	(206) 676-7020	sethb@summitlaw.com	335
Dan Swedlow	(206) 676-7024	dans@summitlaw.com	330
Quinn Oppenheim	(206) 676-7106	quinno@summitlaw.com	320

Professional	Direct Dial	Email	<b>Hourly Rate</b>
John Lee	(206) 676-7057	johnl@summitlaw.com	290
Rachael Curtis	(206) 676-7022	rachaelc@summitlaw.com	280
Laura Davis	(206) 676-7017	laurad@summitlaw.com	265
Hathaway Burden	(206) 676-7040	hathawayb@summitlaw.com	265
Eva Sharf	(206) 676-7013	evas@summitlaw.com	240

We may in the future add other professionals to your team depending on the time and experience required by your matters, which may include contract personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise, the same as we do for our employees and partners.

## BILLING AND PAYMENT.

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

#### CONFLICT CHECK.

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

#### COMMUNICATIONS WITH SUMMIT.

Our communications with you may include legal advice and information that is protected by the attorney-client privilege, the work product doctrine, or other protections from disclosure. To maintain these privileges and protections, both you and Summit must take reasonable measures to safeguard the confidentiality of our communications. Please be aware that if you reveal information to a third party, including by communicating with us on an email system accessible by a third party or on a mobile device that you do not control, protections of privilege and confidentiality may be lost. You should also be aware that there may be circumstances in which we have an independent ethical duty to reveal privileged information.

#### FRAUD PREVENTION.

During the course of our engagement, there may be a need or desire to arrange for the electronic transfer of funds to Summit or to other parties. In the event that you receive a request for a funds transfer, wire transaction, or other matter involving your financial accounts or your account at Summit, please confirm the legitimacy of the request verbally with a known contact at Summit before you proceed with the transaction.

### OWNERSHIP AND RETURN OF FILES.

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire an electronic copy of the files at the conclusion of our representation, you will be provided with an electronic copy of the files. Under our document retention policy, we normally destroy client records, including electronic records, seven years after the conclusion of a matter unless other arrangements are made or the nature of the matter requires a longer retention period. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you.

## DISPUTE RESOLUTION AND ARBITRATION.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing this agreement, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding

arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

# CITY OF PORT ORCHARD CONTRACT FOR PROFESSIONAL SERVICES Contract No. 046-20

This Agreement is entered into by and between the City of Port Orchard, a Washington municipal corporation ("City"), and Summit Law Group ("Consultant") whose principal office is located at 315 5th Ave. South, Suite 1000, Seattle, Washington 98104.

WHEREAS, the City has determined the need to have certain services performed for the residents of the City of Port Orchard, requiring specific expertise, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. 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. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. <u>Compensation and Method of Payment</u>. The Consultant shall request payment for work performed

The City shall pay Consultant [Check applicable method of payment]:

X According to the rates set forth in Exhibit "A." Rates may be adjusted on an annual basis by written agreement of the parties as an addendum to this Agreement.

The Consultant shall complete and return to the City Exhibit "B," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

- 3. <u>Duration of Agreement</u>. This Agreement shall commence upon mutual execution and shall terminate on December 31, 2021 ("Termination Date'), unless terminated sooner by either Party as provided herein, provided the City shall have the right to extend the Agreement beyond the Termination Date for an additional two (2) years by written notice to the Consultant in advance of the Termination Date. Time is of the essence of this agreement in each and all of its provisions in which performance is required.
- 4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. <u>Independent Consultant</u>. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

## 6. Indemnification.

- A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.
- B. 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, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
- C. The provisions of this section shall survive the expiration or termination of this Agreement.
- 7. <u>Insurance</u>. 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. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - 2. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises,

operations, independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.
- B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
  - 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - 3. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance (as applicable to each line of coverage):
  - 1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
  - 2. The Consultant shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
  - 3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
  - 4. If 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 by 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 for all policies and a copy of the amendatory endorsements, including but not necessarily

limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

## 8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
- 9. <u>Audits and Inspections</u>. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.
  - 10. <u>Termination</u>. This Agreement may at any time be terminated as follows:
- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice.
- B. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement on thirty (30) days prior written notice in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.
- 11. <u>Business License</u>. The Consultant shall obtain a City of Port Orchard business license before commencing work under this Agreement.
- 12. <u>Discrimination Prohibited</u>. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

- 13. <u>Assignment and Subcontract</u>. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
- 14. <u>Conflict of Interest.</u> The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.
- 15. <u>Confidentiality</u>. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
- Employment of State Retirees. The City is a "DRS-covered employer" which is an 16. organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of Consultant's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or its owners retired using the 2008 ERFs, and shall immediately notify the City using the form attached hereto as Exhibit "C". This notification to DRS could impact the payment of retirement benefits to the employee or owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant's failure to comply with the terms of this provision. This provision shall survive the termination of this Agreement.
- 17. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.
- 18. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
  - 19. <u>Notices</u>. Notices to the City shall be sent to the following address:

City of Port Orchard Debbie Lund Human Resources Coordinator 216 Prospect Street Notices to the Consultant shall be sent to the following address:

Summit Law Group Sofia Mabee 315 5<sup>th</sup> Ave. S. Suite 1000 Seattle, WA 98104 sofiam@SummitLaw.com 206-676-7112

- 20. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kitsap County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.
- 21. <u>Severability</u>. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20 day of April 2020.

CITY OF PORT ORCHARD, WASHINGTON

**SUMMIT LAW GROUP** 

By:

Robert Putaanstru, Mayor

By:

Sofia Mabee, Partner

ATTEST/AUTHENTICATE:

By:

Brandy Rinearson MMC City Clerk

APPROVED AS TO FORM:

By:

Charlotte A. Archer, City Attorney





SOFIA D. MABEE DID: (206) 676-7112

EMAIL: sofiam@summitlaw.com

315 Flfth Ave S Suite 1000 Seattle, Washington 98104 phone - 206.676.7000

fax - 206.676.7001

Via email: dlund@cityofportorchard.us

April 15, 2020

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

Re: Engagement Letter

Dear Mayor Putaansuu:

Thank you for considering hiring Summit Law Group to represent the City of Port Orchard with regard to labor and employment matters. We will represent the City's interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on its behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to visit our website (www.summitlaw.com). Summit Law Group was founded on the principle that a modern law firm should be focused on its customers, not its lawyers. We designed Summit to be leaner, more efficient and more customer-responsive than traditional law firms. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of the City's legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite the City to pay in accordance with its perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount—upward or downward—based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is \$330. The billing rates and contact information of the Summit team members who are available to assist with this engagement are included in the Appendix to this letter.

Mayor Putaansuu April 15, 2020 Page 2

Unless otherwise agreed in writing, we will provide you with full itemized electronic billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other vendor expenses (e.g., for high volume photocopying, courier and messenger services and other extraordinary expenses). We also charge for certain third-party vendor expenses related to document processing and discovery, electronic or otherwise (which may include the use of artificial intelligence). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix that includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP, PLLC

Sofia D. Mabee

AGREED AND ACCEPTED:

City of Port Orchard

v

Dotad

## APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC

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Quinn Oppenheim	(206) 676-7106	quinno@summitlaw.com	\$315

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Laura Davis	(206) 676-7017	laurad@summitlaw.com	\$260
Hathaway Burden	(206) 676-7040	hathawayb@summitlaw.com	\$260

We may in the future add other professionals to your team depending on the time and experience required by your matters, which may include contract personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise, the same as we do for our employees and partners.

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measures to safeguard the confidentiality of our communications. Please be aware that if you reveal information to a third party, including by communicating with us on an email system accessible by a third party or on a mobile device that you do not control, protections of privilege and confidentiality may be lost. You should also be aware that there may be circumstances in which we have an independent ethical duty to reveal privileged information.

#### FRAUD PREVENTION.

During the course of our engagement, there may be a need or desire to arrange for the electronic transfer of funds to Summit or to other parties. In the event that you receive a request for a funds transfer, wire transaction, or other matter involving your financial accounts or your account at Summit, please confirm the legitimacy of the request verbally with a known contact at Summit before you proceed with the transaction.

#### OWNERSHIP AND RETURN OF FILES.

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire an electronic copy of the files at the conclusion of our representation, you will be provided with an electronic copy of the files. Under our document retention policy, we normally destroy client records, including electronic records, seven years after the conclusion of a matter unless other arrangements are made or the nature of the matter requires a longer retention period. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you.

#### DISPUTE RESOLUTION AND ARBITRATION.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing this agreement, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

Form W-9
(Rev. October 2018)
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for Instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

unema	Name (as shown on your income tax return). Name is required on this line; do		inormation.		
	Traine les anomiton your mounte tax jutaing, realité le réquires on time moy de	THE POST OF THE STATE OF			
	2 Business name/disregarded entity name, if different from above				
page 3.	3 Check appropriate box for federal tax classification of the person whose name following seven boxes.	e is entered on line 1. Check	only <b>one</b> of the	4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3):	
e. Ins on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	Trust/estate	Exempt payee code (if any)	
윩	Limited liability company. Enter the tax classification (C=C corporation, S=				
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded for another LLC that is not claregarded from the owner for U.S. federal tax pu is disregarded from the owner should check the appropriate box for the ta	om the owner unless the own irposes. Otherwise, a single-	er of the LLC is	Exemption from FATCA reporting code (if any)	
Ğ.	☐ Other (see instructions) ►			(Applies to accounts maintained outside the U.S.)	
양	5 Address (number, street, and apt. or suite no.) See Instructions.	Re	equester's name :	and address (optional)	
See					
	6 City, state, and ZIP code				
	7 List account number(s) here (optional)		N T		
Pai	Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avoid	i	curity number	
backt	p withholding. For individuals, this is generally your social security numer allen, sole proprietor, or disregarded entity, see the instructions for F	iber (SSN). However, for a	a		
entitie	es, it is your employer identification number (EIN). If you do not have a n	umber, see How to get a			
TIN, I			or		
Note	: If the account is in more than one name, see the instructions for line 1. per To Give the Requester for guidelines on whose number to enter.	Also see What Name and	Employer	Identification number	
IVUTTIK	per 10 Give the requester for guidelines on whose humber to enter.			-	
Par	t II Certification				
	r penaltles of perjury, I certify that:				
1 The	number shown on this form is my correct texpeyer identification numb	oer (or I am walting for a n	umber to be is	sued to me); and	
2. 1 aı Se	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a fallur longer subject to backup withholding; and	kun withholding, or (b) Li	nave not been r	notified by the Internal Revenue	
	m a U.S, citizen or other U.S, person (defined below); and				
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting I	s correct.		
you h	fication instructions. You must cross out item 2 above if you have been no ave falled to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 do	oes not apply. Fo lent arrangemen	or mortgage interest paid, it (IRA), and generally, payments	
Sigr Here		Dat	te ►		
Ge	neral Instructions	• Form 1099-DIV (divid	ends, including	those from stocks or mutual	
Secti noted	on references are to the Internal Revenue Code unless otherwise d.	<ul> <li>Form 1099-MISC (va proceeds)</li> </ul>	rlous types of it	ncome, prizes, awards, or gross	
relate	re developments. For the latest information about developments at the form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock of transactions by brokers</li> </ul>		sales and certain other	
after	they were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-S (proceed)</li> </ul>	ds from real es	itate transactions)	
Pur	pose of Form	,		Ird party network transactions)	
Inforr	dividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer	1098-T (tuition)		), 1098-E (student loan interest),	
(SSN	lfication number (TIN) which may be your social security number ), individual taxpayer identification number (ITIN), adoption	Form 1099-C (cancel     Form 1099-A (acquisite		nment of secured property)	
taxpa	aver identification number (ATIN), or employer identification number			, person (including a resident	
amou	to report on an information return the amount paid to you, or other unt reportable on an information return. Examples of information	alien), to provide your	correct TIN.		
retur	ns include, but are not limited to, the following. m 1099-INT (Interest earned or pald)			e requester with a TIN, you might What is backup withholding,	

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Clalm exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (If any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An Individual who is a U.S. citizen or U.S. resident allen:
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Allens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treatles contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident allen for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident allen.
  - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax,
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include Interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false Information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

#### l ine :

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tex return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TiN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for	
Corporation	Corporation	
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC	
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)	
Partnership	Partnership	
Trust/estate	Trust/estate	

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1-An organization exempt from tax under section 501(a), any  $\mathbb{R}A$ , or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- - 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for	
Interest and dividend payments	All exempt payees except for 7	
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.	
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4	
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4	

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consuit with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affillated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line !

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident allen and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 malled to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalities, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The Individual
Two or more Individuals (Joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Glft to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
<ol><li>Sole proprietorship or disregarded entity owned by an Individual</li></ol>	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an Individual	The owner
9. A valld trust, estate, or pension trust	Legal entity⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC 13. A broker or registered nominee	The partnership The broker or nominee

For this type of account:	Give name and EIN of
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grentor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of Identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-929-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited emall claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about Identity theft and how to reduce your risk.

## **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file Information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file Information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# Contractor or Third-Party Worker Retirement Status Verification

Department of This form is for employers to use to verify the retirement status of a worker paid through accounts payable or a third party.

Contact Information for DRS Employer Support Services 360.664.7200, option 2 800.547.6657, option 6, option 2 employersupport@drs.wa.gov

<b>Employer Inform</b>	nation
------------------------	--------

Failure to report a retiree to DRS can result in a significant liability to the employer for pension overpayments.

Some workers are considered to be employees of both your agency and the third party (dual employers). A retiree who is in an employee/employer relationship with your agency is subject to the same retiree-return-to-work (RRTW) rules as an employee paid through payroll.

Additionally, workers under age 65 who retired using the 2008 Early Retirement Factors (ERF) are subject to stricter return-to-work rules and cannot perform services in any capacity for a DRS-covered employer and continue to receive a benefit.

tn	nployer Instructions	
•	Use Member Reporting Verification (MRV) to review the worker's	retirement status.
•	Did the worker retire from a DRS-covered plan? Yes  If yes and in an employee/employer relationship with your a	☐ No gency, report using RRTW rules.
((•):	Did the worker retire using the 2008 ERF? Yes If yes, contact Employer Support Services (ESS) immediate	No <b>y.</b>
•	Sign and date this form.	
٠	Retain this form for three years beyond your relationship with th	e worker.
W	orker Information	(v)
Wo	rker Name (Last, First, Middle)	Social Security Number
If y	our agency doesn't directly pay the worker, name the company or contractor payi	ng the worker.
Ide	ntify the Type of Worker (Check Only One)	
	ntify the Type of Worker (Check Only One) Employee Hired Through a Third Party (Staffing Agency, Temp Agency, Etc.)	
	Employee Hired Through a Third Party (Staffing Agency, Temp Agency, Etc.)	es
	Employee Hired Through a Third Party (Staffing Agency, Temp Agency, Etc.) Independent Contractor	es
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	Employee Hired Through a Third Party (Staffing Agency, Temp Agency, Etc.) Independent Contractor Worker Provided by Company or Contractor Your Agency Hired to Perform Servio	





## **City of Port Orchard**

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

## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4F Meeting Date: January 26, 2021

Subject: Approval of Amendment No. 4 to Contract No.

023-17 with the Washington State Military
Department for the Port Orchard Storage
Building

Meeting Date: January 26, 2021

Matt Brown
Chief of Police
N/A

Atty Routing No.: N/A

**Summary**: This is a lease extension for the continued use of the Port Orchard Storage Building to provide storage and training space to the police department through March 2022.

**Recommendation**: Staff recommends the Council move to approve the Mayor to sign the lease extension with the Washington State Military Department for the continued use of the Port Orchard Storage Building to provide storage and training space to the police department.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: I move to approve the Mayor to sign the lease extension with the Washington State Military Department for the continued use of the Port Orchard Storage Building to provide storage and training space to the police department.

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

**Alternatives:** Not approve the lease extension and provide additional guidance.

Attachments: Amendment No. 4.

State of Washington Military Department Bldg. 36, Camp Murray Tacoma, WA 98430-5013

Attn: Real Property Office

Document Title: Lease Amendment No. 4

**Lessor:** Washington State Military Department

Lessee: City of Port Orchard (Police Dept.)

This LEASE Amendment No. 3 modifies Lease Number LX17-007 dated May 6, 2010, recorded under Pierce County and is entered into among the State of Washington Military Department whose address is Real Property Office, Camp Murray, Building 36, Tacoma, Washington 98430-5013, for its administrators, successors, and assigns, hereinafter called the Lessor, and City of Port Orchard (Police Dept.) hereinafter called the Lessee.

**Common Description of Premises:** Port Orchard Storage Building (Butler Building).

Assessor's Tax Parcel ID Number: A portion of 362401-1-014-200

Common Street Address: 1950 Mile Hill Drive, Port Orchard, Washington 98221, ARMORY

**Legal Description**: A portion of said parcel located at 1950 Mile Hill Drive, Port Orchard, Washington 98221, legally described as: beginning in the north quarter corner of Section 36, Township 24 North Range 1 East, Willamette Meridian, thence South 0\*12'40" west 87.22 feet to the true point of beginning; thence South 0\*11'54"West 601.71 feet more or less to the north line of Lincoln Avenue; thence North 88\*52'55" West 647.65 feet more or less to the point of beginning, containing 8.825 acres more or less; subject to all easements and dedications of record.

The purpose of this Lease Amendment is as follows:

- 1. Exercise the Lease for the last optional year from April 1, 2021 to March 31, 2022.
- 2. Amends paragraph 6A of Lease LX17-007 to read:

The Lessee shall pay rent to the Lessor for the Premises at the following rate and the rent will be adjusted on an annual basis effective as of the annual anniversary date using a 3% increase annually.

April 1, 2020 thru March 31, 2021 \$911.66 Monthly

All other terms, conditions, covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is April 1, 2021 thru March 31, 2022.

> BOILERPLATE APPROVED AS TO FOR Brian Faller (signature on file 6/16/2016) Assistant Attorney General



## **City of Port Orchard**

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

## **Agenda Staff Report**

Agenda Item No.: Business Item 7A Meeting Date: January 26, 2021

Subject: Adoption of an Ordinance Amending Prepared by: Nicholas Bond, AICP

Port Orchard Municipal Code Chapters DCD Director

20.200 and 20.204 Concerning 2018 Atty Routing No.: 366922.0011 – Dev

Building Code and Fire Codes Atty Review Date: January 10, 2021

Summary: Prior to the COVID pandemic, the 2018 building and fire codes were to be adopted by local municipalities in Washington by July 1, 2020. Due to the COVID-19 pandemic, in the spring of 2020, Governor Inslee issued an executive order extending this deadline to February 1, 2021. DCD staff had been working with South Kitsap Fire and Rescue (SKFR) to review some significant local amendments to the building and fire codes and were planning to present these items to the City Council at the January 19, 2021, work study meeting. However, on January 14, 2021, in recognition of the continued pandemic and the limited resources of Washington's local governments, the Governor again extended the deadline for 2018 code adoption to June 2021, at which time staff reprioritized their work. Then, on January 19, 2021, the Governor rescinded the January 14, 2021 order. As discussed in the January 19, 2021, Council Work Study Session, it was no longer possible to complete the more substantial revisions to the building and fire codes by the February 1, 2021 adoption deadline. To meet the February 1, 2021 deadline, Staff prepared an ordinance to change "2015" to "2018" in the city's codes. A second ordinance will be brought forward as time allows to provide a more complete review and consideration of local amendments. Beginning February 1, 2021, the updated State Building Codes take effect and include the following:

- 2018 International Building Code with statewide amendments
- 2018 International Residential Code with statewide amendments
- 2018 International Mechanical Code with statewide amendments
- 2018 International Fire Code with statewide amendments
- 2018 Uniform Plumbing Code with statewide amendments
- 2018 International Energy Conservation Code/Washington State Energy Code

The City must amend Chapters 20.200 and 20.204 of the Port Orchard Municipal Code (POMC) to refer to the new State Building Codes and approve the ordinance at its January 26, 2021 meeting. The ordinance as prepared does not include any new local amendments to the State Building Codes.

**Recommendation**: City staff recommends adoption of an ordinance amending POMC Chapters 20.200 and 20.204 as presented.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: "I move to adopt an ordinance amending POMC Chapters 20.200 and 20.204 to adopt the state updates to the City's building and fire codes."

Fiscal Impact: None.

**Alternatives:** To not adopt the ordinance and provide alternative direction.

Attachments: Ordinance.

## ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTERS 20.200, BUILDING CODE, AND 20.204, FIRE PREVENTION CODE, OF THE PORT ORCHARD MUNICIPAL CODE TO CONFORM WITH UPDATES TO THE STATE BUILDING CODE UNDER CHAPTER 19.27 OF THE REVISED CODE OF WASHINGTON AND THE REVISED WASHINGTON STATE BUILDING CODE ACT; ADOPTING THE CURRENT STATE BUILDING CODES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the Washington State Building Code Council (Code Council) periodically adopts uniform codes of statewide applicability, collectively referred to as the State Building Code; and

**WHEREAS**, the Washington state legislature has updated Chapter 19.27 of the Revised Code of Washington (RCW), the Washington State Building Code Act, to adopt the 2018 versions of the State Building Code, effective February 1, 2021; and

**WHEREAS**, the City of Port Orchard (the "City") has adopted by reference the State Building Codes as required by state law, to locally enforce said rules for the health, safety, and welfare of the public; and

WHEREAS, Chapters 20.200, Building Codes, and 20.204, Fire Prevention Code, of the Port Orchard Municipal Code (POMC) will not conform to the State Building Code and RCW 19.27 after February 1, 2021 without amendment; and

WHEREAS, the City Council wishes to update sections in Chapters 20.200 and 20.204 of the POMC so that Title 20 of the POMC is consistent with the State Building Code and RCW 19.27, effective February 1, 2021; and

WHEREAS, the SEPA Responsible Official for the City determined that adoption of this ordinance is categorically exempt from environmental review as a procedural action under WAC 197-11-800(20); now therefore

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

**SECTION 1**. **POMC 20.200.008 Building Codes Adopted by Reference - Amended.** Port Orchard Municipal Code Section 20.200.008 is hereby amended to read as follows:

20.200.008 Building codes adopted by reference.

The City of Port Orchard hereby adopts the following codes by reference, which are incorporated herein; provided, that the amendments, deletions, and additions thereto as provided in this chapter shall govern over the published provisions of the respective adopted code:

- (1) International Building Code. The 2018 edition of the International Building Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-50 WAC.
  - (a) The following appendices of the International Building Code are specifically adopted in their entirety:
    - (i) Appendix B
    - (ii) Appendix E: Supplementary Accessibility Requirements; and
    - (iii) Appendix F.
  - (b) Chapter 11 and other International Building Code requirements for barrier-free access, including ICC A117.1-2009 and Appendix E, are adopted pursuant to chapters 70.92 and 19.27 RCW.
- **(2)** International Residential Code. The 2018 edition of the International Residential Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-51 WAC.
  - (a) The following appendices of the International Residential Code are specifically adopted in their entirety:
    - (i) Appendix H; and
    - (ii) Appendix M.
  - (b) The following chapter of the International Residential Code is specifically excluded in its entirety:
    - (i) Chapter 41: Appliance Installation
    - (ii) Chapter 42: Swimming Pools.
- **(3)** International Mechanical Code. The 2018 edition of the International Mechanical Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-52 WAC.

- (a) The following appendices of the International Mechanical Code are specifically adopted in their entirety:
  - (i) Appendix A;
- **(4) International Fuel Gas Code.** The 2018 edition of the International Fuel Gas Code published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-52 WAC.
- (5) International Fire Code. (See Chapter 20.204 POMC)
- **(6) Uniform Plumbing Code.** Except as provided in RCW 19.27.170, the 2018 edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials, as adopted by the Washington State Building Code Council in Chapters 51-56 and 51-57 WAC.
- (7) The Washington State Energy Code. The 2018 International Energy Conservation Code/Washington State Energy Code for Commercial and Residential as amended and adopted in Chapter 51-11 WAC.
- (8) The 2018 International Existing Building Code.
- **(8) Uniform Code for Abatement of Dangerous Buildings.** The 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings together with the appendices, as published by the International Conference of Building Officials, is hereby adopted, except that references to the uniform codes shall be replaced with the appropriate technical codes and sections as adopted by the City. A copy of the code referenced herein is on file with the city clerk.
- **SECTION 2. Section 20.204.010 POMC Amended.** Port Orchard Municipal Code Section 20.204.010 is hereby amended to read as follows:

## 20.204.010 International Fire Code, 2018 Edition, adopted.

The 2018 Edition of the International Fire Code, as adopted by the Washington State Building Code Council, including amendments, is hereby adopted, together with Appendices B and D, except as to local amendments as set forth in POMC 20.204.100, as the official fire prevention code of the city of Port Orchard, as though fully set forth herein. One copy is on file in the office of the city clerk.

**SECTION 3**. **Section 20.204.100 POMC Amended.** Port Orchard Municipal Code Section 15.12.100 is hereby amended to read as follows:

20.204.100 Local amendments to the 2018 Edition of the International Fire Code.

The city of Port Orchard adopts, as local amendments, and further amends the following sections of the 2018 Edition of the International Fire Code as adopted by the Washington State Building Code Council, including amendments to appendices B and D as follows:

\*\*\*

**SECTION 4.** Copy of Codes on File. Pursuant to RCW 35A.12.140, at least one copy of each and every code of technical regulations adopted by reference in this ordinance shall be filed and maintained by the city clerk for use and examination by the public.

**SECTION 5.** <u>Severability</u>. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

**SECTION 6.** Corrections. Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

**SECTION 7.** Effective Date. This ordinance shall be in full force five days after posting and publication as required by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 26<sup>th</sup> day of January 2021.

	Robert Putaansuu, Mayor
ATTEST:	
Brandy Rinearson, MMC, City Clerk	

	Page 5 of	5
APPROVED AS TO FORM ONLY:	SPONSOR:	
Charlotte A. Archer, City Attorney	Scott Diener, Councilmember	
PUBLISHED:		

**EFFECTIVE DATE:** 

Ordinance No.



## **City of Port Orchard**

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

## **Agenda Staff Report**

Agenda Item No.: Business Item 7B Meeting Date: January 26, 2021

Subject: Adoption of a Resolution Approving a Prepared by: Mark Dorsey, P.E.

Contract with SH&H Valuation and Public Works Director

Consulting for Appraisal Service at Atty Routing No.: 366922.0009 - PW

Parcel #4650-011-001-0001 and Atty Review Date: January 21, 2021

Documenting Procurement Procedures

Summary: On January 12, 2021, the City Council identified Tax Parcel No. 4650-011-001-0001 (Kitsap Bank Parcel) (the "Property") as the preferred site for the future South Kitsap Community Events Center and authorized the Mayor to enter into a Letter of Agreement with Kitsap Bank, the owner of the Property, for negotiations of a purchase and sale agreement for the Property. Consistent with that authorization, the Mayor of the City of Port Orchard requested an appraisal of the Property. On January 14, 2021, Public Works Department staff, in accordance with the City's Current Procurement Policies, identified SH&H Valuation and Consulting as a qualified service provider from the MRSC Roster under Main Category: Real Estate & Property Services; and Subcategory: Appraisal. Upon completion of the Bidder's Checklist to confirm qualifications, SH&H Valuation and Consulting was selected. Public Works Staff then requested a proposal from SH&H Valuation and Consulting for a 3-Approach Appraisal. On January 15, 2021, the City received a proposal, including a defined Scope of Work, Budget, and Timeline for the Project, in an amount of \$4,500.

**Recommendation:** Staff recommends adoption of Resolution No. 008-21, thereby approving Contract No. C024-21 with SH&H Valuation and Consulting for the 3-Approach Appraisal of Tax Parcel No. 4650-011-001-0001 (Kitsap Bank Parcel) in an amount of \$4,500.00 and documenting the Professional Services procurement procedures.

Relationship to Comprehensive Plan: N/A

**Motion for Consideration**: I move to adopt Resolution No. 008-21, authorizing the Mayor to execute Contract No. C024-21 with SH&H Valuation and Consulting for the 3-Approach Appraisal of the Kitsap Bank Parcel in an amount of \$4,500, and documenting the Professional Services procurement procedures.

**Fiscal Impact:** Unbudgeted task, a future Budget Amendment may be required.

**Attachments:** Resolution No. 008-21, Contract No. C024-21, and Ex. A to Contract No. C024-21: SH&H Valuation and Consulting Appraisal Proposal (dated 1/15/2021).

#### **RESOLUTION NO. 008-21**

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. C024-21 WITH SH&H VALUATION AND CONSULTING FOR APPRAISAL SERVICE AT PARCEL 4650-011-001-0001 (KITSAP BANK PARCEL), AND DOCUMENTING PERSONAL SERVICES PROCUREMENT PROCEDURES.

**WHEREAS**, the procurement threshold for personal services, including appraisal and valuation services, in the City of Port Orchard's Procurement Policy, allows for direct selection of a service provider off the current MRSC Roster; and

WHEREAS, on January 14, 2021, the City of Port Orchard Public Works Department used MRSC Roster main category Real Estate & Property Services, subcategory Appraisal, to locate a qualified vendor, and thereafter requested a proposal from SH&H Valuation and Consulting; and

WHEREAS, on January 15, 2021, the City's Public Works Department received the proposal from SH&H Valuation & Consulting; and

WHEREAS, upon completion of the Bidder's Checklist to confirm qualification, the City's Public Works Department awarded the contract to the firm, SH&H Valuation & Consulting; and

**WHEREAS**, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract by Resolution; now, therefore,

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

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The City Council approves and authorizes the Mayor to execute Contract No. C024-21 with SH&H Valuation and Consulting for Appraisal Services at Parcel 4650-011-001-0001 (Kitsap Bank Parcel).

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 26th day of January 2021.

Robert Putaansuu, Mayor	
	Robert Putaansuu, Mayor

## CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the <u>26th</u> day of <u>January</u> 20<u>21</u>, 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 SH&H Valuation and Consulting, a corporation, organized under the laws of the State of Washington, doing business at:

3609 Market Place W, Ste. 201 University Place, WA 98466

(hereinafter the "CONSULTANT")

Contact: Barbro Hines Phone:253-564-3230 Fax: 253-564-3143

for professional services in connection with the following:

Tax Parcel No. 4650-011-001-0001 Appraisal (Kitsap Bank Parcel)

## **TERMS AND CONDITIONS**

## 1. Services by Consultant.

- A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. 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 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 "A" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. The Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

	terminate <u>December 31, 2021</u> unless extended or terminated in writing as provided herein.
4.	Compensation.
	LUMP SUM. Compensation for these services shall be a Lump Sum of \$
X	TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$4,500.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "A."
	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 ""
	OTHER.
5.	Payment.

Terms. This Agreement shall commence on January 26, 2021 ("Commencement Date") and shall

- A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.
- E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

### 6. Discrimination and Compliance with Laws

3.

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.
- D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
- 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. <u>Termination without cause</u>. 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. <u>Termination with cause</u>. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

### C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

- 2. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.
- D. <u>Suspension</u>. 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. <u>Notice of Termination or Suspension</u>. 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.
- 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 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. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. <u>Workers' Compensation</u> 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. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> 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. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- 1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- 2. The Consultant shall provide 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.
- 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

### D. Acceptability of Insurers

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

### E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF PORT ORCHARD Robert Putaansuu, Mayor 216 Prospect Street Port Orchard, WA 98366 CONSULTANT SH&H Valuation and Consulting 3609 Market Place W, Ste. 201 University Place, WA 98466

Phone: 360.876.4407

Phone: 253-564-3230 xt. 1114

Fax: 360.895.9029

Fax: 253-564-3143

### 16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

- B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

### 17. General Provisions.

- A. <u>Non-waiver of Breach</u>. 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. <u>Modification</u>. 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. <u>Severability</u>. 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. <u>Entire Agreement</u>. 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 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, WASHINGTON	CONSULTANT
By: Robert Putaansuu, Mayor	By: Barbro A. Hines, MAI, SRA
	Title: Partner/Appraiser
ATTEST/AUTHENTICATE:	
By: Brandy Rinearson, MMC, City Clerk	
APPROVED AS TO FORM:	
By: Charlotte A. Archer, City Attorney	

### 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, subrecipients 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).





January 15, 2020

Colby Wattling
Public Works Procurement Specialist
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
e-mail: cwattling@cityofportorchard.us

RE: Kitsap Bank

619 Bay Street

Port Orchard, WA 98366 APN 46500110010001

Leasehold Interest in APN 26240110012004

Dear Mr. Wattling:

Per our recent correspondence, our firm can supply you with appraisal services concerning the above referenced property. The purpose of the appraisal is to provide an opinion as to the value as of the date of inspection. The fee to complete an appraisal of the fee simple interest in parcel 46500110010001 and the leasehold interest in parcel 26240110012004 is \$4,500. The appraisal will be completed within five weeks of engagement.

The appraisal will be prepared with the intent to be in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.

If you have any questions, please do not hesitate to contact me. It is my understanding that this letter will be used in the drafting of a formal notice to proceed by the city. We will proceed with the appraisal upon full execution of the formal proposal.

Sincerely,

Capripo

Barbro A. Hines, MAI, SRA



January 15, 2020

Colby Wattling
Public Works Procurement Specialist
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
e-mail: cwattling@cityofportorchard.us

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Kitsap Bank

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Sincerely,

Cagniges

Barbro A. Hines, MAI, SRA



### **City of Port Orchard**

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

### **Agenda Staff Report**

Agenda Item No.: Business Item 7C Meeting Date: January 26, 2021

Subject: Adoption of a Resolution Approving a Prepared by: Mark Dorsey, P.E.

Contract with Herrera Environmental
Consultants, Inc. for the 2021 Atty Routing No.: N/A

Stormwater and Watershed Atty Review Date: N/A

Comprehensive Plan – Phase I and
Documenting Procurement Procedures

**Summary:** On October 2<sup>nd</sup> and October 9<sup>th</sup>, 2020, the City's Public Works Department published a Request for Qualifications (RFQ) for the 2020-2021 Stormwater and Watersheds Comprehensive Plan. By the October 23, 2020 deadline, two (2) Statements of Qualification (SOQ) were received. On October 27, 2020, Staff completed the Mandatory Bidder Responsibility Checklist for both firms. On November 16, 2020, Staff interviewed both firms, then scored and selected Herrera Environmental Consultants, Inc. for the Project. Public Works Staff then met with Herrera Environmental Consultants, Inc. to discuss, clarify and develop the Project Understanding, and on January 12, 2021, the City received a defined Scope of Work, Budget and Project Timeline for the Project in an amount of \$235,515, including reimbursable expenses.

**Recommendation:** Staff recommends adoption of Resolution No. 001-21, thereby approving Contract No. C001-21 with Herrera Environmental Consultants, Inc. for the 2021 Stormwater and Watersheds Comprehensive Plan – Phase I in the amount of \$235,515 and documenting the Professional Services procurement procedures.

Relationship to Comprehensive Plan: Chapter 7.2 – City Managed Utilities

**Motion for Consideration**: I move to adopt Resolution No. 001-21, thereby approving Contract No. C001-21 with Herrera Environmental Consultants, Inc. for the 2021 Stormwater and Watersheds Comprehensive Plan – Phase I in the amount of \$235,515.

**Alternatives:** Do not approve.

Fiscal Impact: Funding provided (\$400K) within the current 2021-2022 Biennial Budget.

**Attachments:** Resolution No. 001-21, Contract No. 001-21, and HEC, Inc. Proposal (dated 1/12/2021).

### **RESOLUTION NO. 001-21**

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. C001-21 WITH HERRERA ENVIROMENTAL CONSULTANTS, INC. FOR THE 2021 STORMWATER AND WATERSHEDS COMPREHENSIVE PLAN — PHASE I AND DOCUMENTING PROFESSIONAL SERVICES PROCUREMENT PROCEDURES.

WHEREAS, on October 2 and October 9, 2020, the City of Port Orchard Public Works Department published a Request for Qualifications (RFQ) for the FY 2020-2021 Stormwater and Watersheds Comprehensive Plan; and

**WHEREAS,** by the October 23, 2020 deadline, the City's Public Works Department only received two (2) Statements of Qualification (SOQ) from qualified firms; and

WHEREAS, on October 27, 2020, Staff completed the Mandatory Bidder Responsibility Checklist for the two (2) qualified firms and since there were only two (2) SOQ's received, the City's Public Works Department provided interview notifications to both firms; and

WHEREAS, on November 16, 2020, Staff interviewed the two (2) qualified firms, and upon interview scoring/ranking, the City's Public Works Department selected Herrera Environmental Consultants, Inc. for the Project award and subsequently met to discuss, clarify and develop the Project Understanding (Scope, Budget and Timeline); and

WHEREAS, on January 12, 2021, Herrera Environmental Consultants, Inc. provided the City's Public Works Department with a viable Proposal for the 2021 Stormwater and Watersheds Comprehensive Plan – Phase I; and

**WHEREAS,** the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract by Resolution; now, therefore,

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

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The City Council approves of and authorizes the Mayor to execute Contract No. C001-21 with Herrera Environmental Consultants, Inc. for the 2021 Stormwater and Watersheds Comprehensive Plan – Phase I.

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of	Port Orchard, SIGNED by the Mayor and attested
by the Clerk in authentication of such passage th	is 26th day of January 2021.
	Robert Putaansuu, Mayor
_	
ATTEST:	
Brandy Rinearson, MMC, City Clerk	

### CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the <u>26th</u> day of January 20<u>21</u>, 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 Herrera Environmental Consulting, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

Herrera Environmental Consultants, Inc.

(hereinafter the "CONSULTANT")

2200 6<sup>th</sup> Ave Suite 110 Seattle, WA 98121

Contact: Matt Fontaine, P.E.

Phone:360-265-8031 Email: mfontaine@herrerainc.com

Associate Engineer

for professional services in connection with the following Project:

2021 Stormwater & Watersheds Comprehensive Plan – Phase I

### TERMS AND CONDITIONS

### 1. Services by Consultant.

- A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. 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 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 "A, B & C" 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.

- The Consultant is authorized to proceed with services upon receipt of a written Notice to B. Proceed. Terms. This Agreement shall commence on January 26, 2021 ("Commencement Date") and shall 3. terminate December 31, 2021 unless extended or terminated in writing as provided herein. The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services. 4. Compensation. LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_ X TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$235,515 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B." 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 "\_\_\_\_." OTHER.
- A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.
- E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

### 6. Discrimination and Compliance with Laws

5.

Payment.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color,

national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

- B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.
- D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
- 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. <u>Termination without cause</u>. 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. <u>Termination with cause</u>. This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

### C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work

not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

- 2. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.
- D. <u>Suspension</u>. 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. <u>Notice of Termination or Suspension</u>. 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.
- 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 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. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

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 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.
- 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

### D. Acceptability of Insurers

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

### E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- 14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.
- 15. Notice. Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu CONSULTANT

Mayor Matt Fontaine, P.E. Associate Engineer 216 Prospect Street Herrera Environmental Consultants, Inc. Port Orchard, WA 98366 2200 6th Ave. Ste. 1100

2200 6<sup>th</sup> Ave, Ste. 1100 Seattle, WA 98121

Phone: 360.876.4407

Fax: 360.895.9029 Phone: 360-265-8031

### 16. Resolution of Disputes and Governing Law.

- A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.
- B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

### 17. General Provisions.

- A. <u>Non-waiver of Breach</u>. 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. <u>Modification</u>. 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. <u>Severability</u>. 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. <u>Entire Agreement</u>. 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 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, WASHINGTON	CONSULTANT
By: Robert Putaansuu, Mayor	By: Theresa Wood, Vice President
ATTEST/AUTHENTICATE:	Name:
By: Brandy Rinearson, MMC City Clerk APPROVED AS TO FORM:	Title:
By: Charlotte A. Archer, City Attorney	

### 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, subrecipients 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).

# **EXHIBIT A - SCOPE**

# CITY OF PORT ORCHARD 2021 STORMWATER AND WATERSHEDS COMPREHENSIVE PLAN: PHASE 1

On November 18, 2020, the City of Port Orchard (the City) authorized Herrera Environmental Consultants, Inc. (Herrera) to prepare a scope of services and cost estimate to provide support for the City's Stormwater and Watersheds Comprehensive Plan (SWCP).

This scope of work is for Phase 1 activities and deliverables. Phase 1 will inform development of the scope for Phase 2 activities and deliverables. Phase 2 will complete tasks resulting in the final City of Port Orchard 2021 Stormwater and Watersheds Comprehensive Plan. This scope of services includes a discussion of the activities, assumptions (including city responsibilities), and deliverables associated with the project tasks:

•	Task 1.0 – Project Kickoff and Review Existing Documentation	2
•	Task 2.0 – Stormwater Program Evaluation and Levels of Service	5
•	Task 3.0 – Stormwater Watersheds Assessment	.7
•	Task 4.0 - Capital Improvement Plan	10
•	Task 5.0 – Public Participation	12
•	Task 6.0 – Financial Analysis	13
•	Task 7.0 – Project Management/Contract Administration	15
•	Task 8.0 – Contingency	16

The Consultant team (Consultant) for this project includes Herrera, FCS GROUP, Reid Middleton, and Geoengineers. AES Consulting, Inc (AES) and Applied Professional Services (APS) are also on the team to provide professional land survey and pipe inspection services if needed, though these tasks that not included in the scope of work at this time and costs would be covered by contingency funds or in Phase 2. All deliverables listed are electronic files and all meetings or workshops are online or on the phone unless otherwise noted. The City will provide consolidated comments on all draft deliverables.

Consultant's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations,



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duties, or responsibilities associated with the project except as expressly provided in this Agreement.

# Task 1.0 – Project Kickoff and Review Existing Documentation

The Consultant will coordinate with the City's project manager and other City staff as appropriate to gather and evaluate applicable data, reports, maps, financial and policy information, and other information related to the City's Stormwater Management Program (SWMP), watersheds partially or fully located within the City limits, and Capital Improvement Program (CIP) needs. Following initial documentation review a project kickoff workshop will be held to discuss data gaps, City goals and priorities for the project, and to provide an interdepartmental awareness of the project.

### **Subtask 1.1 Data Review**

Consultant will work with the City Project Manager to acquire documents and data relevant to the project. The documents listed below, and other relevant documents deemed important by the City or consultant team, will be provided to the Consultant.

Consultant will review the following information:

- CIP related information described above
- 2018 Comprehensive Plan and 2020 Plan Updates
- Groundwater and wellhead protection data in GIS
- Foster Rights Pilot Program Documents
- Public Works Engineering Standards
- Stormwater Policies and Procedures
- Draft Asset Management Plan
- Stormwater Management Program Annual Reports
- Documentation related to complete capital improvement projects (CIPs) and identified CIP needs
- List of known stormwater issues to be addressed in the SWCP



- Watershed Reports, water quality and habitat data, and/or analysis applicable to the City
- Geographic information system (GIS) data including existing stormwater system, drainage basins, soils, water resources, utilities, land uses, aerial photos, wellhead protection areas, streets, topography, zoning, tax lots, buildings, public stormwater facilities, and private stormwater facilities.
- Record drawings (as-builts) for stormwater facilities that require rehabilitation or replacement (as applicable).
- Information on the City's existing SWM operations and maintenance (O&M) program, asset management program, mapping and inspection program.
- Background information and reports on the City's current Stormwater Utility fee and other information related to financial policy.
- Development project submittals that relate to issues that will be addressed in the SWCP
- Water and Sewer Utility Plans that are relevant examples to follow on this project

## Subtask 1.2 - Project Kickoff Workshop

Consultant will convene a project kickoff workshop with City staff from the stormwater utility, planning, engineering, and other internal stakeholders as identified by the City Project Manager.

### Topics may include:

- Overall SWM program status (what is working and where is there room for improvement)
- Stormwater program NPDES Permit compliance, goals, and priorities
- O&M of City stormwater facilities and facilities in the right of way
- Asset management
- Storm system infrastructure needs and known problems
- Capital facility program planning
- Regional facility program planning
- Levels of service
- Project schedule and phasing



- Pollution prevention procedures (street sweeping and catch basin cleaning)
- Areas and stormwater facilities in need of rehabilitation
- Opportunities and constraints related to implementing low impact development (LID) approaches
- Flooding issues
- Habitat and water quality issues
- Future development areas and concerns
- Downtown modeling analysis results and near-term modeling needs
- Other information that City staff identify for SWCP planning purposes, such as potential stormwater needs that could result from annexation of new areas, coordination with surrounding jurisdictions, etc.

# **Assumptions**

- The City will provide the above information or will direct Consultant to readily available electronic data sources as appropriate.
- City staff will provide a list of areas with known capacity issues, water quality issues, habitat problem areas, areas in need of system rehabilitation / replacement, areas where system expansion is needed, and other site specific problem/project information that is relevant to the development of the stormwater capital improvement program. The City will rank each item on the list as low/medium/high and a brief justification of their ranking.
- The City will provide a list of attendees and their email addresses for the Project Kickoff Workshop.
- The City will review the draft agenda and attendee list.
- Five Consultant staff will attend the workshop.
- One conference call is assumed for planning the workshop and three Consultant members will attend the call.



### **Deliverables**

- E-mail communication summarizing information collected and reviewed, identifying data gaps, and requesting additional data (if needed).
- Draft and Final Workshop Agenda and invitation list.
- Meeting Notes from Workshop.

# TASK 2.0 – STORMWATER PROGRAM EVALUATION AND LEVELS OF SERVICE

Task 2.0 will focus on the Stormwater and Watersheds Program goals and NPDES permit requirements, compliance status, and levels of service.

The level of service framework will identify goals for each program area and the extent to which each goal will be achieved by each level of service. The level of service *framework* will define outcomes, whereas the level of service *matrix* will define the activities, projects, and cost that are needed to achieve each outcome. A higher level of specificity in the level of service framework, asset management, and operations and maintenance chapters will be completed during SWCP development in Phase 2. Additionally, the level of service framework developed in this task will be used for capital planning and financial analysis in Phase 2.

Consultant will convene a series of two meetings that are topic specific with City staff identified by the City Project Manager. The goals of the meetings are to further refine the following: development of program goals, program gaps and needs, and levels of service framework. The framework may be complimentary to existing frameworks currently used for the City Sewer and Water Utilities.

## Subtask 2.1 - Meetings with City and Consultant Staff

A series of 2 meetings will be held: (1) goals and program activities relate to each level of service and (2) stormwater program details.

The appropriate staff to be included in each meeting and will vary depending on the topic. Staff that may be included are representatives from Community and Economic Development, Parks and Recreation, and Public Works Department, and the Finance Department. Consultant will develop a simple questionnaire for City staff to complete before the series of meetings to guide the discussions.



# Subtask 2.2 Develop Stormwater Management Program / Utility Levels of Service

Consultant will work with the City to develop the Goals and Levels of Service incorporating background and existing data review, the Initial Kickoff Workshop and the focused meetings with City Staff as described above. Levels of Service outcomes will be quantifiable to the extent feasible.

This subtask will have three primary steps:

- 1. Define SWMP / utility areas (e.g., regulatory compliance, flood reduction, water quality improvement, habitat improvement, environmental enhancement, groundwater protection, water rights).
- 2. Prepare a draft service level framework that defines
- a. Program area
- b. Goals for each program / utility area
- c. Outcomes for each level of service in each program area.
  - Bronze level of service
  - Silver level of service
  - Gold level of service
- 3. Revise the level of service framework based on City comments

Consultant will coordinate with the City team to revise and refine the service level definitions. The program areas, goals, and outcomes will form the framework that will be used in future tasks.

# **Subtask 2.3 – Stormwater Program Needs Assessment**

Consultant will use the results of the meetings, data review, and input to compare the status of SWMP elements with regulatory drivers and internal City needs, requirements, and long-term goals. Consultant will identify gaps in program coverage and work with the City to develop a plan that addresses those gaps. Consultant will identify options for addressing gaps in program coverage and program needs, such as additional funding, equipment, staffing, stakeholder concerns, budgetary needs, policy changes or updates, and planning considerations. The needs assessment will include an evaluation of the future full time equivalent (FTE) staffing needs of the City to implement programmatic activities necessary over the next National Pollutant



Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit term compared to current FTE levels.

Results will be presented for multiple levels of service for the SWMP.

## **Assumptions**

- Up to 2 Consultant staff members will lead the 2 meetings with City staff. Two 2-hour meetings are assumed. Consultant will submit a draft agenda and invitation list for City review for each meeting.
- The City will identify and invite appropriate staff to participate in each meeting.
- The City will review a SWM program questionnaire, provided by the Consultant, and provide consolidated feedback to the Consultant at least 1 week prior to the workshop.
- The City will review and provide consolidated feedback to the Consultant, and distribute final meeting notes.
- The City will review the draft program needs assessment and levels of service technical memorandum and provide consolidated feedback to the Consultant.

### **Deliverables**

- Draft and final Meeting Agendas for 3 meetings
- Draft and final meeting notes
- SWMP questionnaire
- Draft and updated level of service framework
- Draft technical memorandum presenting the stormwater program plan, needs assessment with multiple levels of service, to be updated in Phase 2.

# TASK 3.0 - STORMWATER WATERSHEDS ASSESSMENT

This task will complete the first part of the Ecology Permit requirement for the Stormwater Management Action Plan (SMAP). The first part is titled "Assess Receiving Water Conditions" (due to Ecology March 31, 2022). A draft technical memorandum summarizing the watershed assessment and stormwater influence analysis methods will be produced to inform Phase 2 activities related to SMAP.

**HERRERA** 

Task 3.0 will inform Phase 2 of this project to complete the "Receiving Water Prioritization" (due to Ecology June 30, 2022) and the Water Quality and Habitat Conditions Chapter of the SWCP. The stakeholder and public involvement for "Receiving Water Prioritization" phase will be combined with other project related outreach in Phase 2.

### Subtask 3.1 – Stormwater Watersheds Assessment

The focus will be to complete the first phase, "Assess Receiving Water Conditions", as per the Ecology SMAP Guidance. The 4 steps are:

- 1) Delineate basins and identify receiving waters,
- 2) Assess receiving water conditions,
- 3) Assess stormwater management influence and
- 4) Assess relative conditions and contributions.

Upon completion of the 4 steps a complete picture of the receiving water beneficial uses and stormwater influences across the landscape are readily summarized for further prioritization in Phase 2 as required by the NPDES Phase II Permit.

1) Delineate Basins and Identify Receiving Waters

Basin delineation will begin with Consultant reviewing the City's basin and subbasin delineation GIS data and make corrections where problems are identified:

- Review for areas that are double-counted or missing from the delineation
- Review for areas where the basin delineation doesn't account for the influence of the (i.e. places where pipes and ditches alter the natural [topographic] basin boundaries)

Updated basin delineations will be provided to the City for review prior to calculating basin statistics. Associated receiving water segments, such as creeks, wetlands, and marine shoreline will be assigned to basins and/or subbasins, based upon stormwater influence including flow control exempt, shoreline discharges, and flow control required.

2) Assess Receiving Water Conditions

Receiving water conditions will be determined by collating existing data related to beneficial uses (such as shellfish, salmon, recreation) and status of water quality and habitat conditions from a variety of established local and regional data sources. Watershed processes will be summarized based upon the Puget Sound Characterization Study and the Net Deposition



Analysis for Shoreline Sediment processes. Habitat and biological conditions will be summarized separately and incorporated into the overall receiving water conditions assessment.

### 3) Assess Stormwater Management Influence

Stormwater management influence factors will be determined based upon landscape-scale data. Existing data or data that can be generated with minimal effort and determined to be most representative of stormwater management influences will be assembled to preliminarily identify greatest impacts to receiving waters. Landscape-scale data may include: percent of basin within the City limits and UGA, percent impervious area, areas managed by existing stormwater facilities (to the extent data is available), percent forested, land use percentages, stream miles, wetland acreage, number of stormwater outfalls, number of fish passage barriers, percent undeveloped / underdeveloped, road density, population, wellhead protection areas, flow control required areas, flow control exempt areas, low vs. high pollutant loading subbasins, road crossings per mile, future growth, underutilized stormwater facilities, low vs. high hydrological impacts, social equity data and other statistics related to stormwater influences on receiving waters. Priority influences will be incorporated into heat maps to foster discussion and assist with future efforts for prioritization and ranking.

### 4) Assess Relative Conditions and Contributions

This step is a culmination of the previous data gathering and assembly information for watersheds, receiving waters and beneficial uses to begin preliminary prioritization based upon restoration and protection goals. Working with the City Project Manager, an approach for "protection" and "restoration" as opposed to "conservation" and "development" for stormwater investments, along with likely existing stormwater and habitat restoration projects, will be developed in draft form. An additional consideration to document will be planned and expected future land uses in the basins. Priority basins may be identified at this stage.

# Subtask 3.2 – Watershed Assessment Deliverable for Ecology Submittal Report

A draft summary table "Watershed Inventory" will be assembled for the City to review. A draft technical memorandum summarizing the watershed assessment and stormwater influence analysis methods will be produced. The inventory and technical memo describing the analysis methods will be available for comment by stakeholders in Phase 2.

# **Assumptions**

- The City will provide GIS mapping of basin delineation
- The City will provide water quality, flow, and related data for watershed and habitat condition assessment

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Exhibit A (Proposal Scope)

- Consultant will assess watershed processes and receiving water conditions from existing local and regional data
- The City will identify stormwater system age of construction for major subbasins and provide a map to Consultant
- The City will provide stormwater and land-use/landscape data including zoning, environmental conditions, future growth, outfalls, density, and any other available data that is related to stormwater influences at the landscape scale.
- The City will review and provide consolidated feedback on maps and tables summarizing beneficial uses/water conditions/watershed processes table, stormwater influences matrix and map(s), and heat map(s) incorporating up to 3 highest priority impacts, and watersheds condition descriptions summary
- The City will review and provide consolidated feedback on the draft watershed inventory summary table and watershed assessment and stormwater influence analysis methods draft technical memorandum.

### **Deliverables**

- Draft and final maps and tables summarizing beneficial uses/water conditions/watershed processes table, stormwater influences matrix and map(s), and heat map(s) incorporating up to 3 highest priority impacts, and watersheds condition descriptions summary
- Draft Watershed Inventory Table
- Draft Technical memorandum summarizing the Watershed Assessment and Stormwater Influence Analysis Methods

# TASK 4.0 - CAPITAL IMPROVEMENT PLAN

Building from the discussions and information gathered in the previous tasks, the Consultant will work with the City to evaluate areas with known capacity issues, water quality issues, habitat problem areas, areas in need of system rehabilitation / replacement, and areas where system expansion is needed. The focus of Phase 1 work will be to establish a baseline understanding of capital project needs and City priorities so more focused CIP development, including related modeling, can be performed in Phase 2. In Phase 2, the Consultant will develop solutions to incorporate into the CIP plan. The focus of Phase 2 will be developing CIP project summary packages (i.e. summary sheet, GIS figure, and cost estimate) for projects that address the issues noted above, prioritizing projects, and preparing an implementation schedule.



During Phase 1 a Stormwater Problems Evaluation and Solutions webmap will be developed and used for staff and public input as described in Task 5.0 – Public Participation.

## **Subtask 4.1 – Stormwater System Assessment**

Consultant will use the results of the kickoff workshop, data review, and input from Task 1 to begin assessment of the stormwater system needs. Consultant will lead a meeting with City staff to identify priorities for field evaluation to collect additional information on known problems areas and system needs.

Examples of important issues to address during this subtask include:

- Evaluating the stormwater system data in GIS
- Evaluating the need and priority areas for a water quality retrofit program
- Identifying problem drainage areas
- Identifying habitat and water quality improvement projects
- Considering the need for a culvert inventory and assessment program
- Consider climate impacts upon stormwater infrastructure
- Developing a proactive repair and replacement program for aging stormwater infrastructure that addresses asset assessment and management
- Identifying near term modeling analysis needs (to be completed on other tasks of this project), and longer-term modeling analysis needs (to be identified as future projects)

# Subtask 4.2 – Initial Problem Evaluation and Solution Identification

Consultant will conduct up to 24 hours of preliminary field assessment of CIP problem locations (2 consultant team members for a full day in the field plus preparation and follow up documentation). The field assessment is anticipated to focus on candidate Capital Improvement Projects. Field observations for each site will be recorded in a web map.

Following field work, Consultant will provide the City with a table of problems and proposed solutions along with access to the web map that contains information on each project. Consultant will lead a conference call with City staff to select the projects that will receive CIP summary packages in Phase 2 of the project and discuss priorities for modeling and more detailed conceptual design work.

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# **Assumptions**

- City staff will provide a list of areas and/or input the issues into the webmap
  of known capacity issues, water quality issues, habitat problem areas, areas in
  need of system rehabilitation / replacement, and areas where system
  expansion is needed. The City will rank each item on the list as
  low/medium/high and a brief justification of their ranking. (See Task 1)
- Consultant will meet with City staff to review identified issues, initial prioritization and selection for field assessment.
- Two Consultant staff will spend a combined total of up to 24 hours (including preparation and travel time) on field assessment.
- Field evaluation will be focused on a qualitative evaluation of important stormwater or natural features. Field measurements (e.g., pipe diameter, channel geometry) may be collected where features are readily accessible.
- Professional land survey, pipe inspection services (e.g. CCTV inspection), water quality sampling, or flow measurements are excluded, but could be added by supplemental agreement or in Phase 2.
- A City staff member and/or the City's project manager will be available to meet with Consultant staff to provide site access, background information, and general field support as needed.

# **Deliverables**

- Preliminary problem and solution list
- Field evaluation webmap

# TASK 5.0 - PUBLIC PARTICIPATION

Consultant staff will meet with the City project team early in the project to strategize effective methods of public involvement and to plan scheduling and logistics. Consultant will create a short preliminary public participation plan. The plan will address Phase 1 activities and will be revised during Phase 2. Consultant will coordinate with the City's project manager and public outreach coordinator on developing materials and messaging for effective public outreach.

# **Assumptions**

City review and consolidated feedback on public participation plan



- City review and consolidated feedback on messaging materials
- The City will post a link to the stormwater problem webmap on the City project webpage and notify customers of the webmap using a mailer in the utility bill
- The City will assure the webmap will be open for comments for two weeks and the Consultant will monitor input daily during that period to remove / quarantine any inappropriate entries

# **Deliverables**

- Preliminary public participation plan (5 pages or less) anticipated to be a living document through the project, to be updated in Phase 2
- Public messaging materials in electronic format identified in the public participation plan
- Interactive stormwater /watersheds issues webmap
- Draft list of webmap comments and issues

# TASK 6.0 - FINANCIAL ANALYSIS

The financial analysis for Phase 1 will focus on review of background information and completing an analysis of the Capital Facilities Charge (CFC) Policy. The results of the CFC Policy will inform the rate study to be performed in Phase 2.

# Subtask 6.1 - Financial Task Initiation and Management

Prepare an initial data request identifying financial, operational, and capital planning data pertinent to the performance of the analysis. Follow up with City staff as necessary for any additional items or clarifications. Call-in to a kickoff meeting with key City staff to review the financial task, methodology, timeline, expectations, and desired outcomes. Perform miscellaneous project set up activities, scheduling, work paper documentation, invoicing, and other miscellaneous project administration activities.

# Subtask 6.2 – Capital Facilities Charge (CFC) Policy Framework

CFCs are one-time fees, paid at the time of development, intended to recover a share of the cost of system capacity needed to serve growth. They serve two primary purposes:

• to provide equity between existing and new customers; and

**HERRERA** 

to provide a source of funding for system capital costs.

The charge is an upfront charge imposed on growth and is primarily a charge on new development, although also applicable to expansion or densification of development when such actions increase requirements for utility system capacity.

Consultant will help the City evaluate whether or not a CFC would be appropriate for their storm drainage utility by developing an issue paper on the topic. This paper would present and discuss CFC methodology options. Consultant would then facilitate a meeting with City staff to discuss the findings and methodology of the issue paper. If the City chooses to implement a CFC, Consultant would calculate a legally defensible charge for City Council's consideration. A CFC benchmarking survey of up to six (6) other jurisdictions in the region will be developed. The Consultant will also help develop a draft CFC implementing ordinance.

# **Assumptions**

- City will provide a forecast of growth / new connections for analysis of CFC and related revenue.
- Attend one (1) remote financial task kickoff meeting, one (1) remote meeting with City staff to review CFC issue paper, and one (1) remote meeting with City staff to review CFC calculation.
- Consultant will prepare for and meet with the City Council one time to present and discuss findings.
- All meetings are assumed to be remote meetings and have been budgeted accordingly (no travel). If restrictions on public gatherings ease during the study, we would be happy to attend onsite meetings, with a budget amendment to cover additional travel.

# **Deliverables**

- Meeting notes documenting study schedule, goals, etc.
- Delivery of a request for information needed to perform the analysis.
- Draft issue paper covering CFC calculation methodologies.
- Calculation of CFC per equivalent service unit.
- Single-family CFC comparison for up to six (6) jurisdictions chosen by City staff.



- PowerPoint presentation covering CFC methodology and results.
- Draft code ordinance in aid of CFC implementation.

# TASK 7.0 - PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

Herrera will be responsible for ongoing management and contract administration of this project, including preparing monthly invoices, as well as coordination of work efforts with the City's project manager and subconsultants. Herrera's project manager and contract manager will have phone and e-mail contact with the City's project manager and other City representatives on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes regular bi-weekly calls between the Herrera and City project manager. These calls are in addition to task-specific meetings outlined in previous tasks. Herrera will perform QA/QC of deliverables, including subconsultant deliverables.

The Consultant will also develop a project work plan, including scope, budget, and schedule for Phase 2.

# **Assumptions**

- Check-ins will occur on the phone or video conference every two weeks, and may be conducted in person as needed and as budget allows
- Herrera and City will provide contact information for project manager back-up should primary contact(s) be unavailable.
- Duration of the Phase 1 work described in this scope of work will be 5 months.

# **Deliverables**

- Monthly invoices
- Monthly progress reports
- Phase 2 scope, budget, and schedule.

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# TASK 8.0 - CONTINGENCY

The nature of this project is such that additional technical needs may potentially arise that are pertinent to the overall scope of services. However, the specifics of these needs will not be known until some preliminary work has been accomplished. Examples needs could include:

- Follow-up tasks based on the program evaluation and needs assessment
- Developing additional CIP projects beyond the current scope
- Detailed hydrologic and hydraulic modeling to support problem evaluation and CIP development
- Geotechnical investigation related to CIP project development
- Predesign report development to support future grant applications
- Additional staff meetings, public meetings, and/or Council meetings

Consultant will provide additional services as requested by and authorized by the City, subject to amendment of the approved scope of services. Herrera shall submit a scope of services amendment and corresponding budget estimate for supplemental services not covered in previous tasks as may be requested by the City. The City shall provide written authorization to proceed with any supplemental services prior to any such work being performed by Consultant.

# **Project Budget and Schedule**

The estimated Phase 1 project Budget and Schedule are provided in Exhibits B and C respectively.



# Herrera Environmental Consultants 1/6/2021



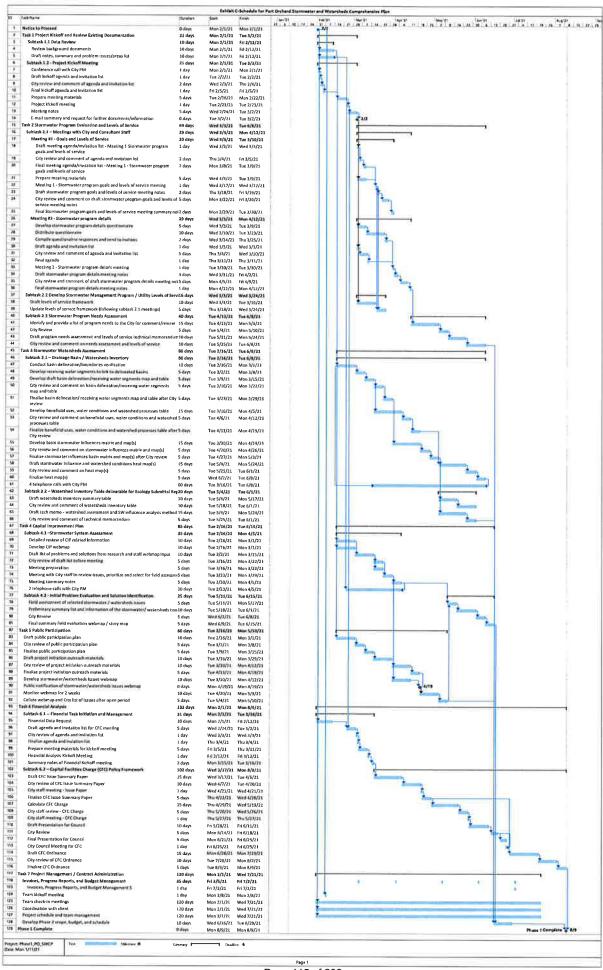
Cost Estimate for Port Orchard SW Comprehensive Plan Herrera Proposal or Project No. 20-07401-000

Task No.

Herrera Labor based on:	Fully Burdened Rates		Project Kickoff and Review Existing Documentation	Stormwater Program Evaluation and Levels of Service	Stormwater Watersheds Assessment	Capital Improvement Plan	Public Participation	Financial Analysis	Project Management/Co ntract Administration
Staff	This	2020 Fully Burdened Rates							
Ewbank, Mark	Vice President	\$266.16	0	0	0	N	0	0	1
Michaud, Joy	Scientist VI	\$248.52	0	ω	ω	0	N	0	ω
Fontaine, Matt	Engineer V	\$201.34	13	19	18	52	4	13	23
Fohn, Mindy	Scientist III	\$156.66	18	17	102	OT .	Ħ	0	4
Dugopolski, Rebecca	Engineer V	\$204.41	9	25	0	0	0	0	ω
Mullen, Meghan	Engineer II	\$131.81	21	66	0	N	ത	0	2
Wingrove, Katle	Engineer II	\$141.95	39	4	142	79	34	0	on
Schmidt, Jennifer	GIS Analyst V	\$190.59	ω	0	16	0	0	0	4
Jackowich, Pam	Administrative Coordinat	\$121.34	0	80	œ	0	N	0	4
Johansen, Sally	Project Accountant IV	\$124.48	0	0	0	0	0	0	11
Vayanos, Stacy	Landscape Architect III	\$123.60	0	0	0	0	00	0	0
		Total Hours per Task	103	142	289	140	67	13	9
		Subtotal Labor	\$16,153	22,583	44,526	23,263	9,874	2,617	15,803
		Subtotal Herrera Labor	\$16,153	\$22,583	\$44,526	\$23,263	\$9,874	\$2,617	\$15,803

	\$20,417	\$10,189	\$33,778	\$70,513	\$29,025	\$26,956	Subtotal All Labor	
00 \$4,899	\$17,800	\$315	\$10,515	\$25,987	\$6,443	\$10,803	Subtotal Subconsultant Labor	
_	\$31	\$315	\$315	\$315	\$315	\$315	3% Fee on Subconsultants	
	\$0	\$0	\$0	\$25,672	\$2,128	\$6,288		GeoEngineers
	\$0	\$0	\$10,200	\$0	\$4,000	\$4,200		Ried Middleton
	\$17,4	\$0	\$0	\$0	\$0	\$0		FCS Group
								Subconsultant.

\$20,417   \$20,702   \$215,515 \$20,000	\$20,417								
\$20,702 \$215,515	\$20,417						Contingency		
		\$10,189	\$33,938	\$29,025   \$70,513	\$29,025	\$26,956	Grand Subtotal \$26,956		
\$0 \$45	8	\$0	\$45	\$0	\$6	8	Subtotal Expenses		
	0	0	44	0	0	0	\$45.00	iPad Field Tablet Kit + Bad   Day	iPad Field Table
				Section 1			Cost (2020)	Unit	TEM TEM
_			l compa					sts (ODCs)	Other Direct Costs (ODCs)
\$0 \$115	so	\$0	\$115	8	8	8	Subtotal Per Diem		
0 \$200	0	0	200	0	0	0	\$0.58	Mile	Auto Use
	The same of						Cost (2020)	Unit	Tem .





# City of Port Orchard

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

# **Agenda Staff Report**

Agenda Item No.: Business Item 7D Meeting Date: January 26, 2021

Subject: Adoption of a Resolution Approving an Prepared by: Noah Crocker

Agreement with the Department of Finance Director

Revenue for Business License Services Atty Routing No.: 366922.0007 – Finance

January 21, 2021

**Summary**: Per RCW 35.090.020 (1), "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW." The City is required to utilize the services of the Washington Department of Revenue (DOR) for business licensing (or to contract with another authorized agency).

The purpose of this Agreement is to establish the terms under which the City will utilize the Business Licensing Services (BLS) program hosted by DOR, wherein DOR will act as the City's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to the City's licensing or other regulatory activities. The City worked with DOR to update our contract documents for this service. This resolution would authorize the Mayor to sign and execute the updated contract.

**Recommendation**: Staff recommend approving the Resolution as provided.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: "I move to adopt a Resolution authorizing the Mayor to enter into the Business Licenses Service Agreement with Department of Revenue."

Fiscal Impact: N/A

**Alternatives:** Do not approve Resolution and provide alternative guidance.

Attachments: Resolution and Agreement.

RESOLUTION NO.
----------------

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF REVENUE, BUSINESS LICENSING SERVICES, AND THE CITY OF PORT ORCHARD, PURSUANT TO THE AUTHORITY GRANTED BY CHAPTER 39.34 RCW.

WHEREAS, per RCW 35.090.020 (1) "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW", and

WHEREAS, consistent with Chapter 39.34 RCW, the Interlocal Cooperation Act, the City Council for the City of Port Orchard desires to enter into an agreement with the Department of Revenue under the Business Licensing Services (BLS) program for the collecting, processing, and disbursing information, licenses, and fees related to the City's business licensing; now, therefore;

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

**THAT:** It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

**THAT:** The Mayor of the City of Port Orchard is hereby authorized to sign the Agreement between the State of Washington Department of Revenue, Business Licensing Services, and the City of Port Orchard, attached hereto as Exhibit A.

**THAT**: A copy of the a forementioned agreement shall be posted to the City's website, in accordance with RCW 39.34.040.

**THAT**: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 26<sup>th</sup> day of January 2021.

	Robert Putaansuu, Mayor	
ATTEST:		
Brandy Rinearson, MMC, City Clerk		

# **BUSINESS LICENSING SERVICES AGREEMENT**

# I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

State of Washington City of Port Orchard

Department of DOR

Business Licensing Service

("Revenue) ("Partner)

Mailing PO Box 47475 216 Prospect Street
Address Olympia, WA 98504-7475 Port Orchard, WA 98366

Delivery 6500 Linderson Way, SW, Ste. 102 216 Prospect Street

Address Tumwater, WA 98501 Port Orchard, WA 98366

Contact Katie Early Noah Crocker, Finance Director

Person Phone: (360) 705-6607 (360) 876-7023

E-mail: KatieE@dor.wa.gov ncrocker@cityofportorchard.us

## II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW."

# III. Effective Date

This Agreement is effective as of *(check one)*: (mm/dd/yyyy). the date of the last signature  $\boxtimes$  of the parties.

# IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

• Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may
  include daily lists of new business applications and renewals, fees processed each day, weekly
  list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

# V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue:
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership
Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees,
and change in revenue flow.

# VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

# VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

# VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

# IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

# X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

# XI. Miscellaneous

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

State of Washington
Department of Revenue
Business Licensing Services

Date

Template approved as to form

On File

Kelly Owings,
Assistant Attorney General for Washington State

Date

Date

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

# **EXHIBIT A**

# CONFIDENTIALITY AND DATA SHARING AGREEMENT

### I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue ("Revenue") and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the "Agreement").

### **II. Definitions**

- A. "Confidential Licensing Information" (CLI) has the same meaning as "Licensing Information" under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. "Confidential Tax Information" (CTI) has the same meaning as "Return," "Tax Information," and "Taxpayer Identity" under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. "Confidential" refers to data classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. "Portable Devices" refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. "Portable Media" refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. "Data" refers to individual pieces of information.
- G. "Cloud" refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of "cloud" can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. "Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- "Complex Password" or "Complex Passphrase" refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

# III. Data Classification, Authorized Use, Access, and Disclosure

- A. Data Classification: Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. Permitted Uses: Business licensing information may be used for official purposes only.
- C. Permitted Access: Business licensing information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - 1) Ordered under any judicial or administrative proceeding; or
  - 2) Otherwise expressly authorized by Revenue in writing.

# IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- **A.** Ensuring Security: Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- **B.** Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

# V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

A. Criminal Sanctions. RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

# VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- **A.** Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- **B.** Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

# VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partnerowned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- **A.** Partner agrees to store data only on one or more of the following media and protect the data as described:
  - 1) Workstation hard disk drives
    - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
    - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
    - c) Workstations must be maintained with current anti-malware or anti-virus software.
    - d) Software and operating system security patches on workstations must be kept current.

## 2) Network servers

- a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
- b) Data on disks mounted to such servers must be located in a secure physical location.
- c) Servers must be maintained with current anti-malware or anti-virus software.
- d) Software and operating system security patches on servers must be kept current.

# 3) Backup tapes or backup media

- a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
- b) Backup devices, tapes, or media must be kept in a secure physical location.
- c) Backup tapes and media must be encrypted.
- d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.

# 4) Cloud Storage

- a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
- b) Revenue and Partner will, at a minimum, meet the following requirements:
  - i. Encrypt the data at rest and in transit.
  - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
  - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
  - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
  - b) Staff will not email information provided by Revenue to anyone outside of City staff.
  - c) Staff shall only access Revenue information on a City network computer.
  - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

## B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

# IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

### X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

# XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

# XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
  - 1) Incinerate the disc(s); or
  - 2) Shred the discs.
- B. Magnetic tape(s)
  - 1) Degauss;
  - 2) Incinerate; or
  - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
  - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
  - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
  - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
  - 4) Physically destroy disk(s)

# D. Portable media

- 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a "secure erase" utility that resets all cells to zero:
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
  - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
  - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

# E. Cloud Storage

Use the cloud provider's procedures to permanently delete the files and folders.

\*\*\*\*end\*\*\*\*\*



Plan

# City of Port Orchard

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

# **Agenda Staff Report**

Agenda Item No.: Business Item 7E Meeting Date: January 26, 2021

Subject: Approval of Change Order No. 1 to Prepared by: Nicholas Bond, AICP

Contract No. 020-20 with GGLO, LLC for the Downtown County Campus Subarea Atty Routing No.: N/A

Atty Review Date: N/A

**Summary**: In January 2020, GGLO was hired to prepare the City's Downtown and County Campus Subarea Plan and Planned Action EIS. The draft Subarea Plan was issued in October 2020, and since that time conceptual plans have been prepared for the South Kitsap Community Events Center (SKCEC) and Kitsap Bank's new office, and other downtown development has been proposed. The City is requesting that GGLO provide additional site design and analysis to incorporate these updates into the Subarea Plan. GGLO has prepared a supplemental services agreement, which will result in an additional expenditure of \$24,570 and will extend Contract CO20-20 from April 1, 2021 to June 1, 2021.

**Relationship to Comprehensive Plan:** The Subarea Plan will be adopted as an appendix to the City's Comprehensive Plan.

**Recommendation**: Staff recommends that the City Council approve the change order and supplemental services agreement for Contract CO20-20 as presented.

**Motion for consideration**: "I move to approve a change order and supplemental services agreement for Contract CO20-20 with GGLO, LLC."

**Fiscal Impact**: The additional services provided by GGLO, LLC will result in an expenditure of \$24,570 over the \$206,845 in the original contract. Kitsap Bank and the developer for the block including 640 Bay Street have agreed to contribute to this cost.

**Alternatives:** Do not approve the change order; request modifications to the change order.

Attachments: Change Order; Supplemental Services Agreement; and Contract CO20-20.

# **CITY OF PORT ORCHARD**

# **Authorization for Change Order No. 1**

Date: January 26, 2021 Contractor: GGLO, LLC

Downtown & County Campus
Project: Subarea Plan 1301 First Avenue, Suite 301

Contract / Job # C020-20 Seattle, WA 98101

**THIS CHANGE ORDER AUTHORIZES:** GGLO will engage in additional site design, analysis and coordination for the Downtown and County Campus Subarea Plan, to incorporate the updated concept plans for the new Kitsap Bank office, the plans for the South Kitsap Community Events Center, mixed-use residential development on Bay Street, and adjacent streets and parking areas. GGLO's contract will be extended from April 1, 2021 to June 1, 2021.

	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$206,845.00	\$0.00	\$206,845.00	15-Jan-20	Council
Change Order 1	\$24,570.00	\$0.00	\$24,570.00	26-Jan-21	
Total Contract	\$231,415.00	\$0.00	\$231,415.00		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate. **Contractor Approval Signature** City Official Signature Jeff Foster, Principal Nick Bond, Community Development Director Change Orders that do not exceed 10%, with a maximum of Approved: \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Mayor Works Director. Change Orders that do not exceed 10%, with a maximum of Attest: \$100,000, of either legally authorized budget limit or contract City Clerk amount established by City Council are to be approved by the January 26, 2021 Change Orders over \$100,000 or exceed a total of 10% require **Council Approval Date** Council Action.



# Supplemental Services Agreement – SSA-01

Project: Downtown Port Orchard Owner: City of Port Orchard, WA

Sub Area Plan and 216 Prospect Street
Planned Action EIS Port Orchard, WA 98366

Date of Agreement: January 15, 2020 SSA No.: SSA-01

**Date of SSA** January 21, 2021 **Project No.:** 2019099.01

In accordance with the Agreement referenced above, authorization is hereby given to:	
□ proceed with Additional Services	
proceed with revised scope of Basic Services	
incur Reimbursable Expenses	

### AS FOLLOWS:

# TASK 121 - Additional Downtown Site Design and Analysis

Subsequent to the completion of the draft subarea plan, the City has requested that GGLO team engage in additional site design, coordination, and analysis to incorporate the updated concept plans for the South Kitsap Community Events Center, New Kitsap Bank office, mixed-use residential development across Bay Street, and adjacent Streets and parking areas. All meetings and coordination will be conducted via zoom.

## GGLO Additional Scope:

- Coordinate with the community center development team, Kitsap Bank and Sound West Group to verify project design, goals, and potential policy revisions to be incorporated into the subarea Plan.
- 2. Coordinate with the City and the Port Commission to study how proposed subarea plan revisions may meet the needs of the port commission and are consistent with the broader goals of the City's Comprehensive Plan.
- 3. Develop recommendations for Subarea Plan design and policy revisions related to the existing marina parking lot, adjacent streets, and waterfront open space to connect with and support proposed redevelopment projects associated with the community events center master plan.
- 4. Coordinate with EA and TSI to support the parking analysis and revisions to the EIS.
- 5. Attend (1) focus group outreach meeting with each of the following groups (4 total): community center design team, port representative, Kitsap Bank, and Sound West Group.
- 6. Attend up to (3) large group coordination meetings with the City, Rice Fergus Miller, Port representative, and adjacent property owners.

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City of Port Orchard SSA-01 January 21, 2021 Page 2

Additionally, TSI will prepare a conceptual parking demand analysis for the proposed development. EA will incorporate the revisions into the EIS and respond to additional related EIS comments.

# TSI Parking Assessment Scope:

- 1. Confirm existing land uses and quantities (square feet, number of units) with GGLO staff
- 2. Verify a future preferred alternative for the subarea plan together with GGLO.
- 3. Forecast parking requirements and demands based on existing and future preferred land uses and quantities. Parking will be analyzed based on the current Port Orchard Municipal Code requirements, data published in the Institute of Transportation Engineers Parking Generation Manual, 5th Edition, and other resources.
- 4. Develop a technical memorandum summarizing parking requirements and demands for the future preferred alternative.
- Respond to comments and feedback from GGLO, City staff, and stakeholders during this task.

# EA Additional Scope:

- 1. Coordination with GGLO and City of Port Orchard regarding changes to the Subarea Plan and new Parking Analysis.
- 2. Coordination with TSI regarding Parking Analysis.
- 3. Revisions to Chapter 2 (Description of the Proposed Actions and Alternatives) and Chapter 3 (Environmental Impacts, Mitigation, Significant Unavoidable Impacts) of the Final EIS to reflect changes to the Subarea Plan and new Parking Analysis.
- 4. Coordination with GGLO, TSI, and the City of Port Orchard regarding response to comments received on the Draft EIS related to changes to the Subarea Plan and Parking Analysis, and incorporation of comment response information into the Final EIS.

The City has indicated an anticipated start for this scope of work on February 1, 2021.

# Compensation shall be adjusted as follows:

### Labor:

- Task 111 Pre-Development Services
  - \$15,000 GGLO Urban Design / Architecture / Landscape Architecture
  - \$6,600 TSI Parking Analysis
  - \$2,970 EA Additional EIS Analysis
  - \$24,570 Total Estimate, to be paid invoiced on an hourly basis and paid in full by monthly invoices

City of Port Orchard SSA-01 January 21, 2021 Page 3

# **Reimbursable Expenses:**

- shall be invoiced at 1.1 times actual cost and paid in full.

# Time for performance shall be adjusted as follows:

Work shall be performed prior to the March 31, 2021. The terms of the original schedule shall be extended from April 01, 2021 to June 01, 2021.

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:Authorized by Owner:GGLO,City of Port Orchard, WA1301 1st Avenue216 Prospect StreetSuite 301Port Orchard, WA 98366

Seattle, WA 98101

By:

Printed Name: Jeff Foster Printed Name: Robert Putaansuu

Title: Principal Title: Mayor

By:

Date: Date:

# **END OF SUPPLEMENTAL SERVICES AGREEMENT**

# CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 15th day of January 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY") 216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and GGLO, LLC, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

GGLO, LLC

(hereinafter the "CONSULTANT")

1301 First Ave Suite 301 Seattle, WA 98101

Contact: Jeff Foster

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

for professional services in connection with the following Project:

Downtown Port Orchard Sub Area Plan and Planned Action EIS

# **TERMS AND CONDITIONS**

# 1. Services by Consultant.

- A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "B," with the study area shown on exhibit "A," and in accordance with the schedule as shown on exhibit "D." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

### 2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibits "A and B" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

City of Port Orchard and GGLO, LLC
Public Works Project No.
Professional Service Agreement Contract No. 020-20

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 <u>January 15, 2020</u> ("Commencement Date") and shall terminate April 1, 2021 unless extended or terminated in writing as provided herein. The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.

# 4. Compensation.

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

# 5. Payment.

- A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.
- E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

# 6. Discrimination and Compliance with Laws

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- C. The Consultant shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.
- D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
- 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. <u>Termination without cause.</u> 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. <u>Termination with cause.</u> This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

# C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

City of Port Orchard and GGLO, LLC
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Professional Service Agreement Contract No. 020-20

- 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. <u>Suspension</u>. 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. <u>Notice of Termination or Suspension</u>. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.
- 9. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

# 10. Ownership of Work Product.

- A. Drawings, Specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service for use solely with respect to the Project. Nevertheless, upon full payment of all sums due or anticipated to be due the Consultant under this Agreement and upon performance of all the City's obligations under this Agreement, the latest original Drawings, Specifications, and the latest electronic data prepared by the Consultant and the Consultant's consultants for the Project shall become the property of the City. This conveyance shall not deprive the Consultant or the Consultant's consultants of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of their professional activities. The Consultant and the Consultant's consultants shall be deemed the authors of such electronic data, documents, and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Consultant, and the Consultant makes no warranties, express or implied, of MERCHANTABILITY or of fitness for a particular purpose.
- B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure,

inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

- 11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.
- 12. Indemnification. The Consultant shall indemnify and hold the City, its officers, officials, employees harmless from any and all claims, injuries, damages, losses or suits, caused by negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries or damages caused by the negligence of the City.

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

- IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
- 13. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

- 1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- 3. <u>Workers' Compensation</u> 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. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. Workers' Compensation in accordance with statutory requirements.
- 4. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

# C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- 1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- 2. The Consultant shall provide thirty (30) days written notice to the City prior to the cancellation or change of its insurance policies.
- 3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

# D. Acceptability of Insurers

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

## E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- 14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.
- **15**. **Notice.** Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu GGLO, LLC
Mayor Jeff Foster
216 Prospect Street 1301 First Ave
Port Orchard, WA 98366 Seattle, WA 98101

Phone: 360.876.4407 Phone: (206) 465-5828 Fax: 360.895.9029 Fax: (206) 467-0627

# 16. Resolution of Disputes and Governing Law.

- A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.
- B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

# 17. General Provisions.

- A. <u>Non-waiver of Breach</u>. 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. <u>Modification</u>. 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. <u>Severability.</u> The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF PORT ORCHARD
WASHINGTON

Robert Putaansuu, Mayor

CONSULTANT

Ву:

Name: Jeff Foster

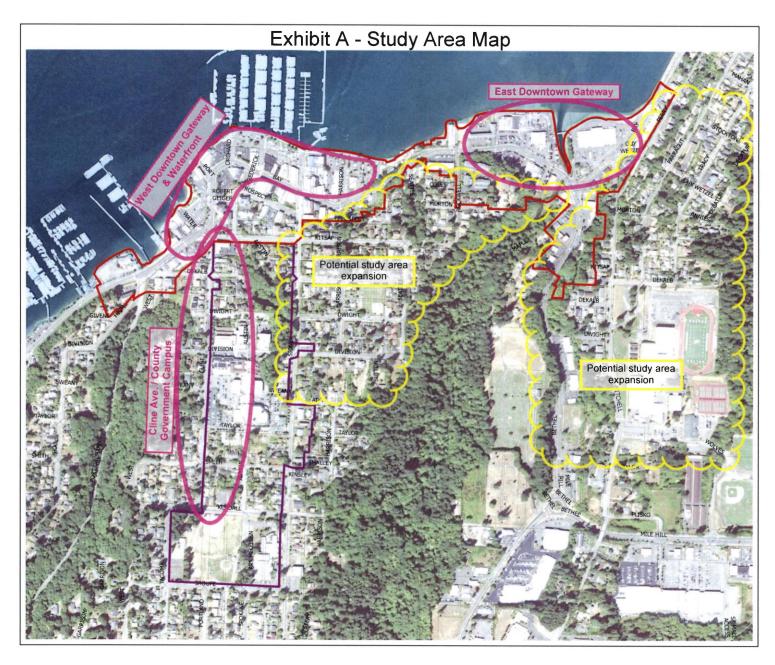
Title: Principal

ATTEST/AUPHENTICATE

Brandy Rinearson, MMC, City Clerk

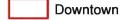
APPROVED AS TO FORM:

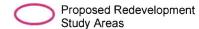
By: Charlotte Archer, City Attorney



# City of Port Orchard Centers

County Campus
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Potential Programmatic EIS Study Boundary expansion, to be determined by PSRC Regional Growth Centers Criteria

### Note:

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

# EXHIBIT B Scope of Services

# Port Orchard Subarea Plan and Planned Action EIS (POSP)

City of Port Orchard, WA Date: January 09, 2020

### Overview

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

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

# The key objectives of the POSP are to:

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

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

PHASE	TASK	HIGH LEVEL DESCRIPTION
100 Analysis /	1	Project Kick-off / Logistics / Management
Kick-off	2	PSRC Cord / Meeting
	3	Data Collection / Analysis
		Base Mapping
		<ul> <li>Codes and Standards, Policy Assessment</li> </ul>
	4	Market Economic Analysis (Heartland)
		<ul> <li>Baseline</li> </ul>
		<ul> <li>Development Capacity Analysis</li> </ul>
	5	Leadership Team Workshop (at GGLO / Zoom)
110 Visioning	6	Stakeholder Outreach (up to 2 meetings)
/ Engagement	7	Public Engagement - Initial
		Public Vision Survey

# City of Port Orchard, WA Downtown and County Government Campus Subarea Plan and Planned Action EIS (POSP) – Scope of Services

Date: January 9, 2020

		2.10.40.1.50
		Public Kick-off Open House
	8	Analysis & Visioning Summary
120 Design &	9	Draft Subarea Plan
Alternatives		Preliminary Draft Plan Document
Exploration		Alternative Concept Development
		<ul> <li>Alternatives Leadership Work Session (at GGLO / Zoom)</li> </ul>
		Implementation Strategies
	10	EIS Initiation
		Scoping Preliminary SEPA work plan
	11	Public Engagement - EIS Scoping Meeting
	12	Infrastructure Reports and Assessments (Reid Middleton, BHC, TSI)
		Transportation
		Water and Sewer
		Storm Water
	13	Draft EIS
	14	Public Engagement - Draft EIS / Alternatives
130 Draft-	15	Final EIS / PAO
Final Plan /		Intra-Agency Review / Coordination of Final EIS
EIS-PAO		PAO Memo
Approval	16	Final Sub Area Plan
Process	17	Final Reporting / PAO Adoption

# PHASE 100: KICK-OFF / ANALYSIS

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

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

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

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

Deliverable:

# City of Port Orchard, WA Downtown and County Government Campus Subarea Plan and Planned Action EIS (POSP) – Scope of Services

Date: January 9, 2020

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

### Task 100.2 PSRC Meeting

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

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

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

### Deliverable:

Summary Documentation of PSRC Input

# Task 100.3: Data Collection / Analysis

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

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

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

# Subtask 100.3.1 Base Mapping

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

### Task 100.3.2: Codes and Standards, Policy Assessment

# City of Port Orchard, WA Downtown and County Government

Campus Subarea Plan and Planned Action EIS (POSP) - Scope of Services

Date: January 9, 2020

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

# Deliverable:

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

# Task 100.4: Market Economic Analysis – Heartland

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

#### Subtask 100.4.1 Baseline Assessment

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

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

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

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

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

# Deliverable:

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

# Task 100.5: Leadership Team Workshop

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

Date: January 9, 2020

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

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

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

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

### Deliverable:

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

# PHASE 110: Visioning / Outreach

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

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

# Task 110.6 Neighborhood Association / Stakeholder Outreach

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

Date: January 9, 2020

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

# Deliverable:

Summary Documentation of Stakeholder Input

# Task 110.7: Public Engagement - Initial

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

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

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

## Deliverable:

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

### Task 110.8: Analysis & Visioning Summary

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

### Deliverable:

Draft Analysis and Visioning Interim Report (Digital PDF format)

Date: January 9, 2020

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

### **PHASE 120: EXPLORATION**

### Task 120.9: Draft Subarea Plan

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

# Subtask Task 120.9.1: Preliminary Draft Plan Document

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

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

# Deliverable:

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

### **Subtask Task 120.9.2: Alternative Concept Development**

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

Date: January 9, 2020

# Deliverable:

Draft Development Site Plans and diagrams

# Subtask Task 120.9.3: Alternative Development Concepts Leadership Meeting

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

# Deliverable:

- Facilitation of Leadership Meeting
- Summary Documentation of Workshop Input

# **Subtask 120.9.4: Implementation Strategies**

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

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

### Deliverable:

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

# Task 120.10: Environmental Impact Statement (EIS) Initiation

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

# Subtask 120.10.1: Scoping, Initiation, and Preliminary SEPA Matters

Date: January 9, 2020

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

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

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

Items included in the EIS Initiation phase include:

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

# Deliverable:

Draft and final Determination of Significance and Scoping Notice

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

# Task 120.11: Community Engagement - EIS Scoping

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

### Deliverable:

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

# Task 120.12: Infrastructure Report and Analysis

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

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

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

# Subtask 120.12.1 Traffic Impact Study / Transportation Compliance Letter

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

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

Date: January 9, 2020

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

# Deliverable:

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

### Subtask 120.12.2: Water / Sewer Improvement needs and thresholds

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

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

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

#### Deliverable:

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

# Subtask 120.12.3: Stormwater Improvement needs and thresholds

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

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

### Deliverable:

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

# Task 120.13: Draft EIS

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

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

Date: January 9, 2020

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

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

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

Items included in the DEIS phase include:

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

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

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

### Deliverable:

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

# Task 120.14: Community Engagement – Draft EIS / Alternatives

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

# Deliverable:

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

### **Public Review of Draft EIS**

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

Date: January 9, 2020

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

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

# Deliverable:

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

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

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

### Subtask 130.15.1: Final Environmental Impact Statement (Final EIS)

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

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

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

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

# Deliverable:

Draft Final and Final EIS in digital PDF format

# **Subtask 130.15.2: Planned Action Ordinance**

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

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

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

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

### Deliverable:

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

# Task 130.16: Final Sub Area Plan

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

Date: January 9, 2020

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

### Deliverable:

Draft - Final Subarea Plan in digital PDF format.

# Task 130.17: Final Reporting / Planned Action Ordinance Adoption

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

### Deliverable:

■ Final Report Delivery (Electronic PDF files)

# **Project Assumptions**

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

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

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

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

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

# **Included Meetings (in-person)**

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

# **Meeting Notes:**

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

# **Exhibit C: Fee Table**

# Port Orchard Subarea Plan and Planned Action EIS (POSP)

Port Orchard, WA

1/9/2019

Port Orchard, WA		1/9/2019									
TEAM MEMBER		TASK	TASK SUBARE KICK-OFF /	A PLAN	TASK:		TASK DESIGN & EXI EIS PHA	PLORATION /	( 130 PAO / PLAN OVAL		TOTAL
	TERMS	LABOR									
GGLO	Hourly Estimate			\$18,000		\$16,000		\$36,500	\$15,000	FIRE	\$85,500
EA* - Environmental	<b>Hourly Estimate</b>			\$0		\$0		\$55,550	\$12,650		\$68,200
Heartland* - Real Estate Advisory	<b>Hourly Estimate</b>			\$19,800		\$0		\$0	\$0		\$19,800
		Subtotal	\$	37,800	\$	16,000	\$	92,050	\$ 27,650	\$	173,500
Engineering / Infrastructure / Trans	sportation										
TSI* - Transportation	Hourly Estimate			\$0		\$0		\$9,405	\$0		\$9,405
Reid Middelton* - Storm Water	Hourly Estimate			\$0		\$0		\$8,800	\$0		\$8,800
BHC* - Water / Sanitary	<b>Hourly Estimate</b>			\$0		\$0		\$13,640	\$0		\$13,640
		Subtotal	\$		\$		\$	31,845	\$	\$	31,845
**Estimated Reimbursable Expense	es										
Project Team	Estimate		\$	-	\$	500	\$	500	\$ 500	\$	1,500
		TOTAL	\$	37,800	\$	16,500	\$	124,395	\$ 28,150	\$	206,845

<sup>\*</sup>Consultant fees included GGLO 10% administration fee

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

# **EXHIBIT C.2**BILLLING RATES & TERMS

# **Terms of Agreement – Biling Rates**

Date of Agreement: 01/0

01/09/2019

Project:

Port Orchard Subarea Plan and Planned Action EIS (POSP)

Project No.:

2019099.01

# I. COMPENSATION

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

# II. GGLO - 2020 HOURLY BILLING RATES

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

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

# III. SUBCONSULTANTS

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

# IV. REIMBURSABLE EXPENSES

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

# V. INVOICING AND PAYMENTS

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

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

# VI. OTHER CONDITIONS

See City of Port Orchard Professional Services Agreement.

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

# 2020 Billing Rates

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

# Other Rates

Auto mileage, per mile \$0.58
In-house photo copies, per page \$0.15
Handling charge on subcontractors and expenses 10%

Rates are good through December 2020.

# HEARTLAND

# CONSULTING FEES AND REIMBURSEMENT SCHEDULE Effective January 1, 2019

# **HOURLY BILLING RATES:**

James Reinhardsen	\$470			
John Shaw	\$410			
Matt Anderson	\$350			
Chris Fiori	\$280			
Doug Larson	\$280			
Deva Hasson	\$280			
David Armitage	\$260			
Erica Buckley	\$250			
Lee Striar	\$230			
Mark Goodman	\$220			
Lanzi Li	\$210			
Ben Wharton	\$210			
Spencer Esau	\$180			
Evan Schneider	\$180			
Jenny Score	\$160			
Tyson Heriot	\$140			
Stephen Russell	\$100			
Graduate Intern	\$90			
Research Assistant/Graphic Assistant	\$50			
(Note: General office overhead and general clerical work are incorporated in these hourly rates)				

# **REIMBURSABLE COSTS:**

Copies - color 11 x 17	\$1.50 each
Copies - color 8-1/2 x 11	\$.75 each
Copies of large format originals - all types	Cost
Mileage	\$.58/mile
Parking and tolls	Cost
Postage and delivery	Cost
Out-of-house productions	Cost
Large format prints	\$8.50/sf
Mounting on presentation board	\$3.75/sf
Travel - airfare, car rental, lodging and meals	Cost plus 2%

# RATES ARE SUBJECT TO ANNUAL INCREASES



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# Transportation Solutions, Inc.

# 2019 HOURLY BILLING RATES

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

# **EXPENSES**

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

Billing rates are subject to change.

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

I.	Personnel	Hourly Rate
	Principal	\$ 205.00 - \$ 260.00 \$ 205.00 - \$ 250.00 \$ 180.00 - \$ 205.00 \$ 140.00 - \$ 175.00 \$ 115.00 - \$ 140.00 \$ 105.00 - \$ 125.00 \$ 100.00 - \$ 120.00
	Survey Crew (1 Person/RTK/Robotic/Scanning). Survey Crew (2 Person/RTK/Robotic/Scanning). Survey Crew (3 Person/ RTK/Robotic/Scanning).	\$ 135.00 \$ 185.00 \$ 235.00
	Expert Witness/Forensic Engineering	,
	A premium may be charged if project requirements make overtime work necessary.	
II.	Equipment	Rate
	Design Software/Computer Aided Drafting	\$ 12.00/hour
III.	Reimbursable Expenses	
	Local Mileage - Automobile Local Mileage - Survey Truck	\$ 0.58/mile \$ 0.65/mile

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

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

# IV. Client Advances

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



# 2020 Schedule of Charges

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

# **Professional Reimbursement:**

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

# **Communication Fee:**

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

# **Direct Expenses:**

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

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

City of Po	City of Port Orchard Downtown Subarea Plan and Planned Action EIS	Exhibit D - Conceptul Project Schedule	'roject Sched	ë														
Project Timeline	Imeline	Month	3									8		3	-	8		
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# **City of Port Orchard**

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

# **Agenda Staff Report**

Agenda Item No.: Business Item 7F Meeting Date: January 26, 2021

Subject: Approval of Memorandums of Understanding with the Guild Representing Patrol Officers and the Guild Representing Sergeants Regarding Annual Vacation Carryover Atty Review Date: January 20, 2021

**Summary**: By this memorandum, the City Council would approve of an agreement (in the form of a Memorandum of Understanding) with the Police Guilds representing Patrol Officers and Sergeants, to remedy a dispute regarding leave compensation pertaining to the COVID-19 pandemic. These MOUs would increase the maximum amount of vacation carryover at the year end from 240 to 320 hours, but keep the cash out maximum in the event of separation at 240 hours.

**Recommendation**: Staff recommends the City Council approve the proposed Memorandums of Understanding (MOUs) with the Guilds representing Patrol Officers and Sergeants.

Relationship to Comprehensive Plan: N/A

**Motion for consideration**: "I move to authorize the Mayor to sign a Memorandum of Understanding with the Police Guild representing Patrol Officers and a Memorandum of Understanding with the Police Guild representing Sergeants to provide for an increase in the annual vacation cap."

Fiscal Impact: N/A

**Alternatives:** Not approve this request and provide alternative guidance.

**Attachments**: The MOUs under consideration tonight are not public documents until approved by Council and signed by the parties; they are therefore not attached.



# City of Port Orchard Council Meeting Minutes Regular Meeting of January 12, 2021

# 1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:31 p.m.

Roll call was taken by the City Clerk as follows:

Present via Remote Access
Present via Remote Access
Present via Remote Access
Present via Remote Access
Late Arrival via Remote Access
Present via Remote Access
Present via Remote Access
Present via Remote Access

Staff present via Remote Access: Finance Director Crocker, Community Development Director Bond, Code Enforcement Officer Quesada, Public Works Director Dorsey, HR Manager Lund, Police Chief Brown, City Attorney Archer, and City Clerk Rinearson.

Mayor Putaansuu stated pursuant to the Governor's Stay at Home, Stay Safe order, the City Council will be conducting the meeting via Zoom this evening.

# A. PLEDGE OF ALLEGIANCE

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

### 2. APPROVAL OF AGENDA

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Rosapepe, to add item number F to the Consent Agenda to excuse Councilmember Diener due to work obligations.

The motion carried.

**MOTION:** By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the agenda as modified.

The motion carried.

### 3. CITIZENS COMMENTS

There were no citizen comments.

# 4. CONSENT AGENDA

- **A.** Approval of Voucher Nos. 81136 through 81141 and 81149 through 81258, and 81263, including bank drafts in the amount of \$988,867.47 and EFT's in the amount of \$27,375.24 totaling \$1,016,242.71.
- **B.** Approval of Payroll Check Nos. 81142 through 81148 and 81259 through 81262 including bank drafts and EFT's in the amount of \$431,555.22; and Direct Deposits in the amount of \$182,355.74 totaling \$613,691.96.
- **C.** Adoption of a Resolution Confirming Mayoral Appointments to Kitsap County's Grant Recommendation Committees (**Resolution No. 003-21**)
- **D.** Adoption of a Resolution Approving a Nonexclusive Perpetual Power Easement with Puget Sound Energy (PSE) for the Continuation of the 580 Reservoir Project (**Resolution No. 002-21**)
- **E.** Adoption of a Resolution Approving a Contract with The Watershed Company for 2021-2023 On-Call Critical Areas Review and Consulting Services (**Resolution 004-21 and Contract No. 023-21**)
- **F.** Excusal of Councilmember Diener Due to Work Obligations

**MOTION:** By Councilmember Clauson, seconded by Councilmember Rosapepe, to approve the consent agenda as amended.

The motion carried.

# 5. PRESENTATION

There were no presentations.

# 6. PUBLIC HEARING

There were no public hearings.

# 7. BUSINESS ITEMS

A. Adoption of a Resolution Appointing Katie Quesada as the City's Code Enforcement Officer as Established in Port Orchard Municipal Code Chapter 2.64

**MOTION**: By Councilmember Lucarelli, seconded by Councilmember Clauson, to adopt a Resolution appointing Katie Quesada as the City's code enforcement officer.

The motion carried. (Resolution No. 005-21)

# B. Appointment of a Mayor Pro-Tempore for 2021

**MOTION**: By Councilmember Lucarelli, seconded by Councilmember Clauson, to elect Councilwoman Bek Ashby as the Mayor Pro-Tempore for 2021.

The motion carried.

C. Adoption of an Ordinance Ratifying the Suspension of Portions of Title 10 Pertaining to Traffic Enforcement Due to COVID-19 Emergency Response and Relief

**MOTION**: By Councilmember Cucciardi, seconded by Councilmember Chang, to adopt an Ordinance Ratifying the Suspension of Portions of Title 10, Chapter 12, pertaining to Traffic Enforcement due to COVID-19 Emergency Response and Relief.

The motion carried. (Ordinance No. 003-21)

D. Adoption of a Resolution Amending Resolution No. 067-20 for the Purchase of Storm Drainage Utility Remote Controlled Flail Mower for the Equipment Rental Revolving Fund No. 500

**MOTION**: By Councilmember Lucarelli, seconded by Councilmember Ashby, to adopt a Resolution, thereby approving the purchase of a Storm Drainage Utility Remote-Controlled Flail Mower in an amount of \$67,000 through the HGAC Buy Roster for Equipment Rental and Revolving Fund No. 500 and addition to the Fleet.

The motion carried. (Resolution No. 006-21)

E. Adoption of a Resolution Approving the Selection of a Preferred Site for the South Kitsap Community Events Center

**MOTION**: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt a Resolution approving the selection of Site Option A on Exhibit 1 as the preferred site for the South Kitsap Community Events Center.

The motion carried. (Resolution No. 007-21)

F. Authorization for the Mayor to Sign Letter of Intent with Kitsap Bank Related to the Purchase of 619 Bay Street

**MOTION**: By Councilmember Clauson, seconded by Councilmember Cucciardi, to authorize the Mayor to sign the Letter of Intent with Kitsap Bank related to the purchase of 619 Bay Street.

The motion carried.

G. Approval of the December 15, 2020, City Council Meeting Minutes

**MOTION**: By Councilmember Clauson, seconded by Councilmember Rosapepe, to approve the minutes for the December 15<sup>th</sup> meeting.

The motion passed. Councilmember Ashby abstained.

# 8. DISCUSSION ITEMS (No Action to be Taken)

# A. 2020 Festival of Chimes and Lights

Due to complications with screen sharing, Councilmember Lucarelli asked for this item to be later in the meeting.

# 9. REPORTS OF COUNCIL COMMITTEES

Councilmember Clauson reported on the January 12, 2021, Finance Committee meeting.

Councilmember Diener joined the meeting at 7:10 p.m.

Mayor Putaansuu reported the Economic Development and Tourism Committee is scheduled to meet February 8<sup>th</sup>. The Utilities Committee is scheduled to meet January 19<sup>th</sup>. The Transportation Committee is scheduled to meet January 26<sup>th</sup>.

Councilmember Lucarelli provided a presentation on the 2020 Festival of Chimes and Lights which included the downtown decorated tree contest and winners, big tree in front of city hall, community decorating, and Fathoms O' Fun Royalty.

Mayor Putaansuu reported on the Kitsap Public Health Board, Department of Emergency Management, and Kitsap Transit.

# 10. REPORT OF MAYOR

The Mayor reported on the following:

- Gorst Coalition; and
- Personnel policy changes.

Councilmember Clauson provided an update of Kitsap Transit services and ferries.

# 11. REPORT OF DEPARTMENT HEADS

Mayor Putaansuu noted the City will be using another version of Zoom starting next month.

City Attorney Archer reported the Open Public Meetings Act proclamation expires January 19<sup>th</sup> and the proclamation prohibiting shut-off of residential utilities has been extended until April 30<sup>th</sup>.

Police Chief Brown gave an update of Deputy Chief Main, accreditation 60-day mark, and security upgrades.

### **GOOD OF THE ORDER**

Councilmember Rosapepe thanked the Police Chief for sharing the strategic plan with everyone, noted the selection of the Design Committee for the Lincoln roundabout, and thanked AWC, Planning Commissioners and our Mayor for the letter that was sent out condemning the violence and calling for a peaceful transition.

Councilmember Chang reported the severe weather shelter at the corner of Sidney and Kitsap is open this evening and operating.

Mayor Putaansuu reminded Councilmembers Lucarelli and Diener about the resolution they need to sign for retired Deputy Chief Schuster.

# 12. CITIZEN COMMENTS

There were no citizen comments.

# 13. EXECUTIVE SESSION

At 7:42 p.m. Mayor Putaansuu recessed the meeting for a 10-minute executive session to discuss pending litigation pursuant to RCW 42.30.110(1)(i). City Attorney Archer, Community Development Director Bond, Public Works Director Dorsey, and Finance Director Crocker were invited to attend, and Mayor Putaansuu announced no action will follow.

At 7:52 p.m., Mayor Putaansuu extended the executive session an additional 10-minutes.

At 8:02 p.m., Mayor Putaansuu extended the executive session ad additional 5-minutes.

At 8:07 p.m., Mayor Putaansuu reconvened the meeting back into session.

### 14. ADJOURNMENT

The meeting adjourned at 8:07 p.m. No oth	ner action was taken. Audio/Visual was successful.
Brandy Rinearson, MMC, City Clerk	Robert Putaansuu, Mayor



# **City of Port Orchard**

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

# **Agenda Staff Report**

Agenda Item No.:	Discussion Item 8A	Meeting Date:	January 26, 2021
Subject:	Donation Policy for Public Spaces	Prepared by:	Robert Putaansuu
	Accessories		Mayor
		Atty Routing No.:	N/A
		Atty Review Date:	N/A

**Summary:** Discuss the proposed Donation Policy for Public Spaces Accessories.

Relationship to Comprehensive Plan: N/A

Fiscal Impact: N/A

**Attachments:** Donation Policy for Public Spaces Accessories

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# CITY OF PORT ORCHARD [PARKS] DONATION POLICY FOR PUBLIC SPACES ACCESSORIES

The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donated public improvements for installation in the City's parks and other public spaces, either as a result of a cash or physical property donation. These donations may include, but are not limited to, benches, bicycle racks, picnic tables, drinking fountains, and other types of public space accessories. This policy does not apply to buildings, land, or naming rights. This policy does not apply to other forms of donations to the City not expressly set out in this policy. The City desires to encourage donations of accessories for the City's public spaces, while at the same time, manage aesthetic impacts and mitigate on-going maintenance costs.

The City strongly encourages donations that improve the public space ability to meet the varied recreational, social, wellness, and educational needs of users.

Guidelines established by this policy will apply to all donations of <u>public space accessories</u> made after the effective date of this policy. Donations of <u>public space accessories</u> made prior to the adoption of this policy shall be subject to applicable sections of this policy.

# STANDARDS FOR DONATIONS

**DEFINITIONS OF NEW DONATIONS:** New donations are those made after the adoption date of this policy.

**ACQUISITION OR PURCHASE:** The City and the community have an interest in ensuring that public space elements that are purchased and installed be of high quality related to style, appearance, durability, and ease of maintenance. City staff will be responsible for coordinating purchases and installations of all public space elements unless <u>a mutual agreement for alternative</u> coordination has been reached with the donor.

**APPEARANCE AND AESTHETICS:** The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Public space elements should reflect the character of the space or facility. <u>City staff shall review all proposed donations against the City's public works standards and the standards set out in this policy prior to submitting the donation for</u>

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<u>approval by the Public Works Director or City Council (where applicable).</u> All public space elements will be installed <u>by City staff</u> in such a manner that will not substantially change the character of a facility or its intended use.

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**MAINTENANCE:** Donated public space elements will become City property once installed and/or permanently placed in the mutually agreed upon location. Accordingly, the City has the duty to provide only routine maintenance and repair of the donation for up to five years post signed donation policy agreement. Within the five-year period, the City is not obligated to replace the gift or public space improvement if it is stolen, vandalized, worn out, irreparably damaged, destroyed or expires.

PUBLIC SPACE ACCESSORIES: Donated public space accessories may include, but are not limited to, benches, bicycle racks, picnic tables, drinking fountains and similar public space accessories. The donated items must conform with the City's public works standards and the standards set out in this policy.

**REPAIR:** The community has an interest in ensuring that all public space elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated public space elements must be of high quality to ensure longevity, be resistant to the elements, wear, and tear, and acts of vandalism.

**COST:** The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance during the expected life cycle of donated public space elements. The City also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other City facilities. Consequently, the City may assessrequire, at the time of purchasedonation, an additional amount -charge sufficient to cover anticipated on-going maintenance of donated public space elements during their anticipated life cycle.

# **PROCEDURE FOR MAKING DONATIONS**

The City's Public Works Department, in conjunction with the Finance Department, will manage all donations located on City property.

The donor must contact the Public Works Director to determine whether a <u>proposed</u> donation <u>of a public space accessory that is on the list of approved items (Appendix B)</u> will be accepted, and <u>the any</u> conditions of acceptance. If the donation is accepted, the donor will work with City staff to complete Donation Agreement (Appendix A).

Donations of <u>public space accessories</u> (benches, tables, bicycle racks, drinking fountains and similar <u>amenities</u>, <u>whichamenities</u>) <u>are that are</u> not on the list of approved amenities (Appendix B) <u>are discouraged</u>, <u>and will be reviewed by the <u>Design Review BoardPublic Works Director</u> prior to <u>City Council</u> acceptance of the donations.</u>

Final approval willapproval be granted by granted by the City Council for the

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acceptance of all donations over \$5,000 in value.

### **CRITERIA FOR ACCEPTANCE**

To accept donation/sofa public space element for a specific facility, the donation must 1) meet a true need of the facility, 2) not interfere with the intended current or future use of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. The City reserves the right to deem a space and/or facility fully developed and thus rejects the donation.

The City reserves the right to accept or deny any/all donations.

Below are general donation guidelines. These guidelines are intended to be general in nature and do not serve as formal acceptance criteria. The City reserves the right to accept or deny any/all donations.

#### **GUIDELINES:**

All determinations will be based upon, but not limited to, the following guidelines:

### 1. Flowers, shrubs, bushes

- a. Donated plants become the exclusive property and maintenance responsibility of the City.
- b. Only those plantings that require a maintenance effort consistent with other plantings will be considered.
- Site preparation, installation and site restoration may be the responsibility of the City.
- d. Only perennial flowering plants will be permitted and incorporated in existing beds.
- e. The placement of plants will be based on the variety, color, mature height, size etc. Compatibility with surrounding areas will be a strong consideration for planted materials and their location.

### 2. Trees

- a. Donated trees become the exclusive property and maintenance responsibility of the City.
- b. Site preparation, installation, and site restoration may be the responsibility of the City.
- c. Tree placement/location will be based upon variety of tree selected, mature height, size etc. Compatibility with surrounding areas will be a strong consideration for trees and their location.
- d. Accordingly, the size and species of tree or trees donated shall be limited

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to those determined by the City.

#### 3. Signage

- a. Interpretive signs may be installed at sites that are appropriate for describing the history, geology, environment, and flora and fauna of a particular area. Interpretive signs shall be of a size that is in keeping with the character of the site. Interpretive signs shall be of a design that meets requirements for access to the disabled. Interpretive signs shall be designed in such a manner that is consistent with other interpretive signs on the site. Interpretive signs shall be constructed of materials that are of high quality, vandal resistant, and able to withstand harsh environmental conditions.
- b. Donation Acknowledgements/Memorial Plaques: Donation acknowledgments will be determined by City staff.

### 4. Benches, Tables, Bicycle Racks, Drinking Fountains, and Other Amenities

- Donated benches become the exclusive property and maintenance responsibility of the City.
- b. Site preparation, installation, and site restoration will be the responsibility of the City.
- c. The amenity must be similar to or complement other amenities in the area.
- d. For McCormick Village Park, bench donations shall be located according to the map provided in Appendix C.

### 5. Buildings, Structures, and Public Art

a. Donated buildings, structures (including playgrounds) and public art are not considered as part of this policy.

To accept a donation for a specific facility, the donation must 1) meet a true need of the facility, 2) not interfere with the intended current or future use of the facility and 3) not require the relocation of other equipment or infrastructure to accommodate the donation. The City reserves the right to deem a space and/or facility fully developed and reject the donation.

### **CONDITIONS**

**INSTALLATION:** Installation of donated public space elements, including any donor acknowledgement, will be completed by City personnel, <u>unless mutual agreement for other arrangements has been reached</u>. The installation will be scheduled at a time and date as determined by Public Works Operations and Maintenance, so as not to unnecessarily interfere with routine maintenance activities.

**DONATION ACKNOWLEDGEMENTS/MEMORIAL PLAQUES**: A donor may request a memorial plaque or

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acknowledgment be affixed to the donated public space accessory at the time the initial donation is submitted to the Public Works Director. Donation acknowledgments/memorial plaques, including whether one will be affixed, the materials and language of the acknowledgment/plaque, and location of the acknowledgment/plaque will be determined by City staff.

**REMOVAL AND/OR RELOCATION:** This section applies to both existing and new donations. The City reserves the right to remove and/or relocate donated public space elements and their associated signage, when they interfere with site safety, maintenance or construction activities.

Approved by the City Council on (INSERT DATE)

#### APPENDIX A

Agreement Between
City of Port Orchard
and
[Donors' Name]
for donation

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_,202\_, is by and between the City of Port Orchard (the "City"), a municipal corporation, and Donors' Name, (the "Donor"), Donors' Address.

WHEREAS, the Donor and the City recognize the importance of public facilities and amenities;

WHEREAS, the Donor has offered to donate (specify item-planting, park amenity, etc.);

**NOW, THEREFORE**, the City and the Donor, for the consideration and under the described conditions and obligations, hereinafter set forth and agree as follows:

- Section 1. The donation, known as *name of item*, as described below, is donated in its entirety to the citizens of Port Orchard to be hereafter owned by the City of Port Orchard and managed on behalf of the citizens by the Department of Public Works.
- Section 2. Description and Location: The item is: (describe)

Space or Facility:

Location:

Additional Information: (does it have a plaque, etc?)

Section 3. The City reserves the right to move/remove and/or retire the said donation following cessation of a five-year period. The five-year period shall commence upon the date entered into and indicated above.

#### Section 4. Maintenance.

The City shall be responsible for maintenance of the item, including any reasonable repairs, and will have the discretion to not replace and/or not repair the donation, if it is deemed damaged beyond reasonable repair and/or replacement, suffers repeated vandalism, and/or expires prior to cessation of the five-year period. Maintenance or replacement of the item will be at the City's sole discretion.

#### Section 5. Term.

The initial term of this Agreement shall be five years. Following cessation of the five-year period, the City may treat the donation as it would any other City property similar in nature.

IN WITNESS WHEREOF, the parties he duly authorized officials:	ereto have caused this Agreement to be executed by their
IN WITNESS WHEREOF, the parties h	ave executed this Agreement on the date set forth above.
Ву,	Ву,
City of Port Orchard	Donor
216 Prospect Street	Address
Port Orchard, WA 98366	
ATTEST:	
Brandy Rinearson, MMC, City Clerk	
,	
Approved as to Form:	
Charlotte A. Archer, City Attorney	
Date:	

## APPENDIX B

## APPROVED PUBLIC SPACE AMENITIES <u>EXAMPLES ONLY</u>

## **BENCHES**











10

## **TABLES**





**BICYCLE RACKS** 

11



## WASTE RECEPTACLES



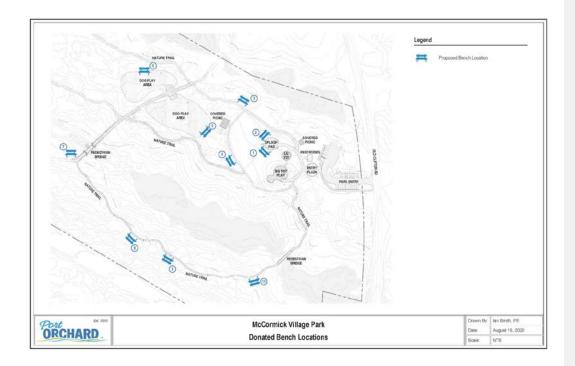
Big Belly Solar Trash Container www.Bigbellysolar.com 85 Wells Avenue, Suite 305 Newton, MA 02459 Ph: 888-820-0300 info@bigbellysolar.com







## APPENDIX C





# **City of Port Orchard**

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

# **Agenda Staff Report**

Agenda Item No.:	Discussion Item 8B	Meeting Date:	January 26, 2021
Subject:	Department of Emergency Management	Prepared by:	Robert Putaansuu
	(DEM) Funding Related to COVID-19		Mayor
	Response	Atty Routing No.:	N/A
		Atty Review Date:	N/A

**Summary:** Discuss emergency operations related to COVID-19 and additional spending authority to fund existing EOC operations from January through September 2021.

Relationship to Comprehensive Plan: N/A

Fiscal Impact: N/A

Attachments: DEM Emergency Operations Related to COVID-19, and Finance and Admin Section Report.

## **Department of Emergency Management**

## **Emergency Operations related to COVID-19**

- 2020 additional cost covered by CARES Act
- 75% of current operations are eligible for reimbursement from FEMA
- Current population-based funding formula has Port Orchard at 5.98% of the Kitsap County population
- 5.98% of the 25% match in worst- & best-case scenarios (Operations)
- Worst Case \$6,773 per month
- Best Case \$2,112 per month
- Difference being the belief that additional grants will be made available
- Capital request is for improvements to a warehouse that was purchased with CARES funding to store COVID response supplies and materials
- Capital request is a one-time expenditure of \$21,233 that is not eligible for FEMA match

# **Finance and Admin Section Report**

**Action Requested:** 

Approve additional spending authority of \$45,827 per month, plus a one-time request of \$50,000, for a total request of \$462,443 to fund existing EOC operations from January through September 2021.



#### **EOC REMOTE OPERATIONS**

Unified Command
Joint Information Center
Recovery Strategy Officer
Liaison, Safety, & Legal Officers
Emergency Worker/Volunteer Officer
Agency Representatives

Agency Representatives
Logistics Section
Operations Section
Planning & Intel Section
Finance & Administration Section

Mandated by RCW 38.52 and WAC 118



#### **EOC FIELD OPERATIONS**

Community-Based Testing Sites
Community-Based Vaccination Sites
UV Sanitation Unit
Outbreak Response Taskforce
Warehouse/Staging/PPE Distribution
Non-Congregate Sheltering
Quarantine & Isolation
Homeless Sheltering
Severe Weather Sheltering

Mandated by Governor Inslee's Safe Start Reopening Plan



#### **MONTHLY COST**

Extra Help Staffing County Personnel Staffing	\$153,307 \$105,082
Logistics & Operations Staging/PPE Distribution Supplies & Sundries	5 5,000 s 5,000
Public Outreach & Education	s 5,000

Non-Congregate Sheltering

Quarantine & Isolation 5 50,000 Homeless Sheltering 5 60,000



#### **FUNDING OPTIONS**

**ESD - Dislocated Worker Program**Six Weeks of Funding (Jan to Mid-Feb)

FEMA - Public Assistance

75% Cost Reimbursement - Staff \$114,980 75% Cost Reimbursement - 0&I \$ 37.500

County Support	4 07,500
25% FEMA Cost Match - Staff	\$ 38,327
25% FEMA Cost Match - Q&I	\$ 12,500
In-Kind Volunteer Hours (offset to FEMA match)	\$ (20,000)
Operational Costs (not budgeted)	\$ 15,000
County Personnel (budgeted)	<b>\$10</b> 5,082
Human Services CDBG Grant - NonCon	\$ 60,000
Other Funding - Not Confirmed	
KPHD Grant	

CARES Extension
Federal Assistance

Per Month	\$ 45,827
Per Quarter	\$137,481
January through September Total	\$412,443
One-Time Request (Warehouse Code Compliance)	\$ 50,000

# **Sustained EOC Operations (Staffing & Funding)**

## WORST-CASE SCENARIO - 25% LOCAL COST MATCH

		OPERA	TIONS	CAPITAL	
JURISDICTION	OWNERSHIP PERCENTAGE	Monthly	JAN-SEP	ONE-TIME	TOTAL
Bremerton	16.89%	19,145	229,745	60,019	289,764
Port Orchard	5.98%	6,773	81,277	21,233	102,510
Poulsbo	4.67%	5,297	63,558	16,604	80,162
Kitsap County	72.46%	82,112	985,344	257,414	1,242,757
TOTAL	100.00%	113,327	1,359,924	355,270	1,715,194

## **BEST-CASE SCENARIO - 10% LOCAL COST MATCH**

		OPERA	TIONS	CAPITAL	
JURISDICTION	OWNERSHIP PERCENTAGE	Monthly	JAN-SEP	ONE-TIME	TOTAL
Bremerton	16.89%	5,969	71,626	60,019	131,645
Port Orchard	5.98%	2,112	25,339	21,233	46,572
Poulsbo	4.67%	1,651	19,815	16,604	36,419
Kitsap County	72.46%	25,599	307,192	257,414	564,606
TOTAL	100.00%	35,331	423,972	355,270	779,242

# 8900/8902/8904 SW Imperial Way, Bremerton

Fire Alarm/Fire Supression & Security Alarm		
Fire Sprinkler		96,334.00
Fire Alarm		27,500.00
Burglar		5,500.00
Electrical		5,500.00
Pump House (Doghouse)		52,800.00
Flow Testing Fees		1,500.00
Various Constrution repairs due to required work		8,500.00
Electrical Work needed to complete required Fire system		
improvements		11,500.00
Demolition and concrete work		10,000.00
Misc Permits		16,850.00
Misc Engineering fees		23,500.00
Underground Trenching, Piping, or Wiring		7,550.00
	Sub Total	267,034.00
Repairs (immediate, short-term, long term)		
Replace impact damaged steel canopy column		\$4,000.00
Replace 7 windows at Building 8900		\$200.00
Replace minor sections of damaged metal panels.		\$2,000.00
Clean, prime and repaint underside of canopy		\$1,500.00
Perform electric code compliance survey		\$5,000.00
Replace split system HVAC		\$3,750.00
Replace electric water heater		\$3,500.00
Provide emergency and exit signs for the office area in Building 8900		\$1,000.00
Add addition fire extinguishers and perform inspections		\$2,000.00
Allowance to add one "Van Accessible" handicap parking space with		
access aisle and signage to meet ADA		\$500.00
Replace sink/vanity in common restroom to comply with ADA guideline	es.	\$1,000.00
Mount grab bars to comply with ADA guidelines		\$500.00
Modify toilet flush handle such that it is on the open side of the tank		\$250.00
Allowance to perform mill and overlay of asphalt pavement		\$19,000.00
Perform repairs, clean, re-seal, and re-stripe asphalt pavement		\$15,500.00
Replace approximately 300 linear feet of fence		\$3,750.00
	Sub Total	\$63,450.00
	Comb Total	\$330,484.00

Sales Tax

\$24,786.30

Total

\$355,270.30



# **City of Port Orchard**

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

# **Agenda Staff Report**

Agenda Item No.:	Discussion Item 8C	Meeting Date:	January 26, 2021
Subject:	Gorst Coalition Memorandum of	Prepared by:	Robert Putaansuu
	Understanding		Mayor
		Atty Routing No.:	N/A
		Atty Review Date:	N/A

Summary: Discuss the Gorst Coalition Memorandum of Understanding.

Relationship to Comprehensive Plan: N/A

Fiscal Impact: N/A

Attachments: DRAFT Gorst Coalition Memorandum of Understanding.



#### **GORST COALITION MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into by and between the undersigned parties to form the Gorst Coalition for the purposes and according to the procedures set forth herein. This MOU is not intended to be binding or enforceable but is established to provide a common framework and guide the efficient and effective goals of the Gorst Coalition.

#### **ARTICLE I: GENERAL**

#### **Section 1: Coalition Formation and Purpose**

The Gorst Coalition formed by this MOU is a group of public agencies, businesses, and community partners within Kitsap and Mason Counties that have an interest in the area of Gorst and a desire to work cooperatively for the best interests for the citizens and ecosystem in Gorst. As further explained in Article IV, this MOU does not create a separate entity or confer any additional substantive powers or authorities on members. Each member brings to the Coalition all powers and authorities otherwise vested by law.

The purpose of the Gorst Coalition is to find and secure state and federal resources needed to construct the projects recommended strategies outlined by the members of the Coalition and Washington State Department of Transportation (WSDOT) for the SR3/SR16 Gorst corridor. The Coalition recognizes the urgent need to address resiliency from sea level rise and seismic events, national security, congestion, and impacts to the ecosystem at Gorst and plans to build on previous partnership planning. The Coalition will work collaboratively with local businesses and governing bodies of state, local, and federal levels to ensure the safety, economic vitality, and mitigation of natural and cultural resources while supporting national security and sustaining the mission of our military.

## Section 2: Value of the Gorst Corridor and Gorst Creek Ecosystem

## 1. Transportation and Emergency Management Value

The Gorst Corridor is the vital transportation link for the movement of people, freight, and emergency supplies within Kitsap County and is the gateway to Mason, Jefferson and Clallam Counties. The Federal Highway Administration designated the SR 3/SR 16 – Gorst Corridor as a "Critical Urban Freight Corridor" and it provides the only roadway link to strategic U.S. Naval facilities, which are vital not only to military readiness and national security, but to the regional economy. The area is identified by the Federal Emergency Management Agency (FEMA) as a chokepoint that can affect public safety and would be completely shut down in the event of a major earthquake or rising sea levels. With daily traffic volumes of 84,000 vehicles per day, the Corridor supports traffic levels similar to I-5 south of Olympia and I-90 east of Issaquah. Daily congestion impacts commuters, transit, and freight modes serving the region and Naval Base Kitsap.

#### 2. Cultural Value

The Corridor is also within the ancestral lands and waters of the Suquamish Tribe, where the Suquamish people once hunted deer and elk, fished for salmon and smelt, dug clams and collected vegetal foods for millennia and where they exercise their treaty right to harvest salmon in these waters as they have for thousands of years. The Corridor is also overlaid with ancestral Suquamish village sites, seasonal villages, ceremonial gathering places and settings for creation stories.

#### 3. Ecological Value

The Corridor's primary natural features are the Gorst Creek watershed and the marine waters and shorelines of Sinclair Inlet. The Gorst Creek ecosystem, one of the largest and most productive watersheds in the east Water Resource Inventory Area (WRIA)-15 subregion, supports runs of chinook, coho, and chum salmon as well as steelhead and cutthroat trout. The Sinclair Inlet estuary supports waterfowl, shorebirds, great blue herons, bald eagles, and is an important rearing and refuge area for juvenile chinook salmon and formerly hosted a natural oyster bed.

The importance of the Corridor in terms of resiliency, national security, congestion, cultural and ecosystem functions requires robust coordination on transportation planning and mitigation for past, present, and future impacts to the region.

#### **Section 3: Membership and Vacancies**

The undersigned entities form the voting membership of the Coalition, whether such entity signed the MOU upon formation or after. The Coalition embodies the five committees listed under Section 4. The Coalition also includes "Resource Members" consisting of the Navy, Washington State Legislators, WSDOT, and other state and federal agencies that provide expertise to the Coalition but do not have a financial stake in the Coalition, nor do they direct lobbyists. These resource members are not signatories to this MOU and do not vote.

#### **Section 4: Structure and Decision Making**

Each Coalition member shall appoint a representative to serve on a committee as identified herein, but each member shall only have one vote on each decision-making committee. Should a representative be unable to fulfill his or her duties for the Coalition member, the Coalition member will be responsible for appointing a new representative.

The roles, decision-making model, and members of each committee is described below.

- 1. Co-Chair Committee:
  - a. <u>Role:</u> Guides the coordination of the Coalition by monitoring Coalition work plan progress and budget performance, teeing up decisions for the Executive Committee to make, and overseeing administrative staff that could be a consultant or public agency staff (not lobbyist consultant).
  - b. Decision Making: By consensus. (see Figure 1: Decision Making by Consensus)
  - Meeting Chair: Leadership will be shared by having rotating Chairs facilitate the Co-Chair and Executive Committee meetings. The full Co-Chair group will have the opportunity to review all meeting materials.
  - d. <u>Membership:</u> One representative each from the Port of Bremerton, the private sector, Senator Randall, , and fiduciary sponsor.

#### 2. Executive Committee:

- a. <u>Role:</u> Coordinates on the state and federal strategy, leverages resources and partners, provides guidance to the Lobbyist Oversight Committee on public and legislative media/communications, oversees the Technical and Environmental Committees, and approves any spending of the Coalition's funds.
- b. <u>Decision Making:</u> By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
- c. Meeting Chair: The rotating Co-Chair as described above.
- d. <u>Membership:</u> Kitsap County, Mason County, City of Bremerton, City of Poulsbo, City of Port Orchard, Kitsap Transit, Suquamish Tribe, Port of Bremerton, Port of Kingston, WSDOT, and representatives of educational, recreational, community, business, and industry interests.
- 3. Lobbyist Oversight Committee

- a. Role: Guides the coordination of the lobbyist(s) by overseeing their work plan progress and budget performance.
- b. <u>Decision Making:</u> By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
- c. Meeting Chair: TBD
- d. <u>Membership:</u> A subgroup of the Executive Committee based on interest, capacity, and ability to direct advocacy efforts.

## 4. Technical Advisory Committee

- a. <u>Role:</u> Coordinate on the technical components of Gorst projects and share updates and recommendations to the Executive Committee. This group can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
- b. Decision Making: N/A, this groups provides recommendations.
- c. <u>Meeting Chair:</u> Rotating Chair from public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
- d. <u>Membership:</u> Suquamish Tribe, Port of Bremerton, City of Bremerton, City of Port Orchard, Kitsap County, Mason County, Dept. of Ecology, Dept. of Fish and Wildlife, WSDOT.

## 5. Environmental Committee

- a. <u>Role:</u> Coordinate on the ecological components of Gorst projects and share updates and recommendations to the Executive Committee. This group can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
- b. <u>Decision Making:</u> N/A, this groups provides recommendations.
- c. <u>Meeting Chair:</u> Rotating Chair from public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
- d. <u>Membership:</u> Suquamish Tribe, Kitsap County Public Works (KCPW) Stormwater, WSDOT, Dept. of Fish and Wildlife, The Waterman Group

## 6. Coalition Building Partners

- a. <u>Role:</u> Cultivate broad support and advocate for the project through various means as appropriate, including potentially pursuing a grassroots fundraising model. Receive updates from the Executive Committee on decisions and milestones via quarterly emails.
- b. Decision Making: Not applicable. This is not a decision-making body.
- c. <u>Membership:</u> Jurisdictions, government agencies, Tribes, organizations and individuals from the private and public sectors.

## 7. Military Liaison

- a. Role: Provide Navy specific information to the Coalition.
- b. Decision Making: No decision-making authority.
- c. Membership: Naval Base Kitsap

# **Decision Making by Consensus: Gradients of Agreement Scale**

		c	onsensus				No Consensus
Whole- hearted endorsement	Agreement with minor point of concern	Support with reservation	Abstain	More discussion needed	Don't like but will support	Serious disagreement, but won't veto	Veto

Figure 1: Decision Making by Consensus

# **Gorst Coalition Organizational Chart**



Figure 2: Gorst Coalition Organizational Chart

## **Section 5: Fiduciary Responsibilities and Financing of Coalition**

The City of Bremerton will act as the fiduciary agent for the Coalition and will be responsible for coordinating and executing contracts on behalf of the Coalition and for invoicing the paying members pursuant to this MOU. The City of Bremerton may resign from this position at any time or it may be re-assigned by the Co-Chair Committee as deemed appropriate.

Coalition members will share the cost of the Coalition's budget through a tiered model in which members, regardless of public or private entity, aim to pay a certain minimum amount. Tiers will be determined by consensus based on economic, transportation, security, cultural, and ecological reliance on the Gorst Corridor. The annual target contributions are as follows:

- Tier 1: Parties most affected by Gorst \$20,000-450,000 annual contribution
- Tier 2: Parties affected by Gorst \$10,000-\$20,000 annual contribution
- Tier 3: Parties affected by Gorst but with limited funding capacity any amount

These payment amounts may be adjusted as deemed appropriate by the Co-Chair Committee, with actual amounts paid within the range determined by the paying member. All monies paid to or from the fiduciary agent shall be accounted for in accordance with RCW 43.09.210.

Resource members including Legislators, WSDOT, and other state and federal agencies are not involved in the financing of the Coalition.

The budget and work plan of the Coalition will be established annually based on expected contribution of the paying members, with the budget coinciding with the calendar year. Each September, the Co-Chair Committee will prepare a draft budget for review and approval by Executive Committee prior to the end of the fiscal year.

#### ARTICLE II: OBJECTIVES AND WORK PRODUCTS

## **Section 1: Objectives**

- 1.1 The primary goal of the Coalition is to obtain funding for WSDOT to design and construct capacity, resiliency and redundancy improvements through the Gorst Corridor.
- 1.2 Work toward consensus whenever possible.
- 1.3 Work with the Washington State Legislature and U.S. Congress to prioritize and obtain funding for the Gorst Corridor.
- 1.4 Bring forth previous work done on the Corridor to advance progress.
- 1.5 Identify and gather resources needed to support funding and environmental, cultural, and economic mitigation.
- 1.6 Review communication materials and draft plans.

#### **Section 2: Work Products**

- 2.1 Administrative staff will produce meeting summaries for each Coalition Executive Committee meeting.
- 2.2 The Executive Committee will approve an annual workplan and budget.
- 2.3 The Executive Committee will approve a lobbyist scope of work and communication materials put forward by the Lobbyist Oversight Committee.
- 2.4 The Executive Committee will approve periodic updates to Coalition Partners about the work of the Coalition.
- 2.5 The Technical Advisory Committee and Environmental Committee may produce memos or other resources to share information with the Executive Committee.

#### ARTICLE III: MEETINGS AND RECORDS

#### **Section 1: Meetings**

The Executive Committee shall meet on a schedule determined by the Co-Chair Committee following coordination with the Executive Committee to select the date, time, and location of any meeting. Administrative staff will email Executive Committee members to confirm the time and location of the meeting and to provide any materials for that meeting. It is the responsibility of Executive Committee members to review summaries of any meetings they did not attend.

#### **Section 2: Public Participation in Meetings**

The Executive Committee meetings are open to the public and publicly noticed. Members of the public and Coalition members who do not serve on the Executive Committee may observe the meeting and provide public comment at the end of the meeting if desired.

## **Section 3: Operating Protocols**

Coalition members and their representatives will:

- 3.1 Use available and appropriate resources to accomplish Coalition objectives.
- 3.2 Participate regularly and on time.
- 3.3 Participate with positive communication and respect for the opinions of other members.
- 3.4 Represent their perspective.
- 3.5 Acknowledge any conflicts of interest.
- 3.6 Leverage resources and information.
- 3.7 Advocate for recommendations of the Coalition.
- 3.8 Bring institutional knowledge.
- 3.9 Act as a conduit of information between the Coalition and their cities or organizations.

## **Section 4: Records**

The Coalition members acknowledge that to the extent public agencies are subject to the Washington State Public Records Act, chapter 42.56 RCW, all materials submitted to those public agencies may be subject to review and copying by the public unless an exemption applies.

## **Section 5: Media Policy**

Should Coalition members be contacted with inquiries by the media regarding the Coalition, members should direct them to the hired lobbyist.

## ARTICLE IV: TERMINATION, INDEMNIFICATION, EFFECT OF MOU, AND AMENDMENT

#### **Section 1: Effective Date and Termination**

This MOU is effective when signed and shall remain in effect until terminated by a majority of the Co-Chair Committee members. Any member may terminate its membership in the Coalition by providing no less than 30 days written notice to the Co-Chair Committee of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to the Coalition. Upon termination of the MOU, without renewal or replacement of this MOU, or upon dissolution of the Coalition, any unencumbered Coalition funds shall be returned, pro rata, to its then current paying membership based on a formula determined by the amount of contributions annually paid by each member as approved by the Co-Chair Committee, or based on a formula as otherwise established by the Co-Chair Committee.

#### Section 2: Indemnification

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this MOU or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

#### Section 3: Effect of MOU

This MOU is an internal agreement and does not confer any rights upon any individual or other entity. This MOU sets forth mutual goals and approaches. This MOU is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person. Nothing in this MOU shall obligate members to expend other monies

or enter into any contract or other obligation. Nothing in the MOU shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or regulatory duties. This MOU does not limit or restrict members from participating in similar activities or arrangements with other agencies.

## **SECTION 4: Amendment**

This MOU may be amended only in writing and only by agreement of all signing parties, except as set forth herein.



		V.	Member Signatures
Executed this	_ day of	, 2021.	
Approved as to f	orm		CITY OF BREMERTON
Bremerton City A	Attorney		Greg Wheeler, Mayor
Executed this	_ day of	, 2021.	
Approved as to f	orm		CITY OF PORT ORCHARD
Port Orchard City	y Attorney		Robert Putaansuu, Mayor
Executed this	_ day of	, 2021.	
Approved as to f	orm		CITY OF POULSBO
Poulsbo City Atto	orney	大	Becky Erickson, Mayor
Executed this	day of	, 2021.	
Approved as to f	orm		PORT OF BREMERTON
Port of Bremerto	on Attorney		Cary Bozeman, President
Executed this	_ day of	, 2021.	
Approved as to f	orm		PORT OF KINGSTON
Port of Kingston	Attorney		Greg Englin, Executive Director

Executed this	_day of	, 2021.	
			VITCAD TDANISIT
Approved as to fo	orm		KITSAP TRANSIT
Kitsap Transit Att	orney		John Clauson, Executive Director
•	•		,
Executed this	_ day of	2021	
		, ===:	
Approved as to fo	nrm		SUQUAMISH TRIBE
Approved as to ic	71111		
			Leonard Forsman, Chairman
Executed this	day of		, 2021.
			KITSAP COUNTY BOARD OF COMMISSIONERS
			CHARLOTTE GARRIDO, Comissioner
			Cry wize 112 Granus e, comissioner
			ROBERT GELDER, Commissioner
			NOBERT GELDEN, COMMISSIONET
ATTEST:	1 60 5		
Dana Daniels, Cle	rk of the Board		EDWARD E. WOLFE, Commissioner
Deputy Prosecuti	ng Attorney		
Executed this	_day of	, 2021.	
Approved as to fo	orm		
			-
Executed this	day of	, 2021.	
Approved as to fo	orm		
Executed this	day of	, 2021.	

Approved as to form	
Executed this day of, 2021.	
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