



**City of Port Orchard Council Meeting Agenda
November 22, 2022
6:30 p.m.**

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Mark Trenary
E/D & Tourism Committee, **Chair**
Utilities/Sewer Advisory Committee
Transportation Committee
KRCC-alt

Shawn Cucciardi
Finance Committee
E/D & Tourism Committee
Lodging Tax, **Chair**

Fred Chang
Economic Development & Tourism Committee
Land Use Committee
Transportation Committee

Jay Rosapepe
Finance Committee,
Land Use Committee
KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpol-alt, KRCC Planpol-alt,

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

Cindy Lucarelli (Mayor Pro-Tempore)
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

Tony Lang
Public Works Director

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Wallace, MMC, CPRO
City Clerk

Meeting Location:

Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.

Remote access only

Link: <https://us02web.zoom.us/j/84870102858>

Zoom Meeting ID: 848 7010 2858

Zoom Call-In: 1 253 215 8782

Guiding Principles

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

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. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.*

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 Authorizing Amendment No. 1 to Contract No. C018-20 with Coastal Custodial for Janitorial Services (Lang) *Page 4***
- D. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace) *Page 37***

5. PRESENTATION

- A. 2023 Legislative Agenda (Gordon Thomas Honeywell-GA) *Page 40***
- B. City of Port Orchard Development Activity (Bond) *Page 46***

6. PUBLIC HEARING

A. Second and Final Public Hearing on Proposed 2023-2024 Biennial Budget (Crocker) **Page 74**

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Adopting the 2023-2024 Biennial Budget (Crocker) **Page 94**
- B. Adoption of an Ordinance Authorizing the Positions of Deputy Finance Director, Human Resources Director, and Permit Center Assistant and Establishing General Duties and Qualifications (Lund) **Page 101**
- C. Adoption of an Ordinance Amending the 2021-2022 Biennial Budget (Crocker) **Page 108**
- D. Approval of a Contract with Gordon Thomas Honeywell-Governmental Affairs for Lobbying Services (Wallace) **Page 118**
- E. Adoption of a Resolution Approving the 2023 Legislative Agenda (Mayor) **Page 130**
- F. Adoption of a Resolution Authorizing the Purchase of Kitsap County Tax Parcel No. 4027-023-017-0004 (Williams) for the Bay Street Pedestrian Pathway Project (Lang) **Page 134**
- G. Adoption of a Resolution Approving a Contract with Skillings, Inc., for the Bay Street Pedestrian Pathway Project (Lang) **Page 152**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

*(Please limit your comments to 3 minutes for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

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

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

COMMITTEE MEETINGS	Date & Time	Location
Economic Development and Tourism	TBD	Remote Access
Utilities	TBD	Remote Access
Finance	TBD	Remote Access
Transportation	January 24, 2023; 4:30pm-4 th Tuesday of each month	Remote Access
Festival of Chimes & Lights	November 21, 2022; 3:30pm	Remote Access
Land Use	TBD	Remote Access
Lodging Tax Advisory	February, 2023	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: www.portorchardwa.gov or by contacting the City Clerk's office at (360) 876-4407.

Sewer Advisory	March 22, 2023; 5:00PM	Remote Access
Outside Agency Committees	Varies	Varies

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

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

Meeting materials are available on the City's website at: www.portorchardwa.gov or by contacting the City Clerk's office at (360) 876-4407.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Adoption of a Resolution Authorizing</u>	Prepared by:	<u>Tony Lang</u>
	<u>Amendment No. 1 to Contract No. C018-20</u>		<u>Public Works Director</u>
	<u>with Coastal Custodial for Janitorial Services</u>	Atty Routing No.:	<u>366922-0009 – PW</u>
		Atty Review Date:	<u>11/16/2022</u>

Summary: On January 14, 2020, the City executed an Ordinary Maintenance Agreement for Janitorial Services for City Facilities with Coastal Custodial. Coastal Custodial was selected following a full Request for Proposal solicitation process. The agreement commenced on February 1, 2020, and had a termination date of December 31, 2022, as amended, provided the agreement permitted a two-year extension at the City’s request. The City Public Works department would like to extend the contract duration for an additional two years, through December 31, 2024. Coastal Custodial has also requested adjustments to the rate schedule to accommodate increased Prevailing Wage rates for each of the two years of the extend term, as well as increased material and equipment costs due to inflation. Staff notes that Coastal provided updated rates reflective of the then-applicable prevailing wage rate in the last year of the initial three-year term, consistent with this request. For 2023, the proposed labor costs would increase from \$54,810.00 annually to \$73,669.56 annually, with materials invoiced at actual cost (plus 10%).

Relationship to Comprehensive Plan: NA

Recommendation: Staff recommends the adoption of a Resolution authorizing the Mayor to execute Amendment No. 1 to Contract No. C018-20 with the Coastal Custodial to extend the duration of the contract to December 31, 2024, and increase the contract amount for the extension period.

Motion for Consideration: I move to adopt a resolution, authorizing the Mayor to execute Amendment No. 1 to Contract No. C0018-20 with Coastal Custodial for Janitorial Services for City Facilities.

Fiscal Impact: Janitorial services are budgeted in the 2023-2024 Biennial budget.

Alternatives: Do not approve

Attachments: Resolution
Amendment No. 1
Revised Exhibit A (received October 26, 2022)
Copy of Contract C018-20

RESOLUTION NO. 116-22

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO
CONTRACT NO. C018-20 WITH COASTAL CUSTODIAL FOR
CUSTODIAL SERVICES**

WHEREAS, by Resolution No. 002-20, the City Council of Port Orchard authorized the execution of a contract for Janitorial Services with Coastal Custodial; and

WHEREAS, Coastal Custodial was selected following the solicitation of proposals through a Request for Proposals (RFP) process; and

WHEREAS, pursuant to the Council's authorization, on January 14, 2020, the City executed an Ordinary Maintenance Agreement, Contract C018-20, with Coastal Custodial for an initial term of three (3) years with an option to extend the term by an additional two-year term, with the work compensated on a time and materials basis according to set billing rates; and

WHEREAS, during the initial term, Coastal Custodial invoiced the City for the actual cost of materials, (plus 10% markup), and submitted an updated billing rate (to reflect then-applicable prevailing wage) which was incorporated into Contract C018-20; and

WHEREAS, the City desires to trigger the optional extension for two additional years, and to memorialize Coastal Custodial's updated billing rate(s) to be submitted for each year of the extended period, to reflect the then-applicable prevailing wage); and

WHEREAS, the City Council finds it is in the best interests of the City and its residents to authorize the Mayor or designee to execute an amendment to Contract C018-20 to reflect the above; 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 or his designee to execute Amendment No. 1 to Contract No. C018-20 with Coastal Custodial for Janitorial Services.

THAT: The City Council ratifies all conduct that occurred, including payments made, prior to this Resolution that is consistent with the authorization stated herein.

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 22nd day of November 2022.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, City Clerk, MMC

AMENDMENT NO. 1 TO CONTRACT NO. C018-20
CITY OF PORT ORCHARD ORDINARY MAINTENANCE AGREEMENT WITH
COASTAL CUSTODIAL

THIS AMENDMENT No. 1 (“Amendment”) to Contract No. C018-20 is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Coastal Custodial, a Washington corporation (“Vendor”). City and Consultant are each a “Party” and together “Parties” to this Amendment.

RECITALS:

WHEREAS, on the 14th day of January 2020, the City executed an Ordinary Maintenance Agreement for Janitorial Services for City Facilities, Contract No. C018-20, with the Vendor (“Underlying Agreement”); and

WHEREAS, the Agreement needs to be amended to extend the duration of the agreement and update the billing rates; and

WHEREAS, the Vendor and the City have conferred and agreed to extend the duration of the agreement to December 31, 2024, and to increase the amount of the Agreement by the revised Exhibit A, attached herewith; and

WHEREAS, the Vendor and City have agreed to allow the Vendor to submit updated billing rates moving forward, consistent with then-applicable prevailing wage and incorporate this agreement into the Underlying Agreement through this Amendment; and

WHEREAS, the parties wish to memorialize their agreement and so modify the Underlying Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

FIRST AMENDMENT TO AGREEMENT:

1. **Amendment.** Section 1, C. Services by Vendor, of the Agreement is hereby amended to read as follows: This Agreement shall commence on February 1, 2020 (“Commencement Date”) and shall terminate December 31, 2024, unless terminated in writing as provided herein.

2. **Amendment.** Section 3. Compensation, of the Agreement is hereby amended to read as follows: 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, Revised, Exhibit A. As stated in Exhibit A, the Vendor may submit an updated list of billing rates for the calendar year 2024, provided the rates shall not exceed the then-applicable prevailing wage.

3. **Severability.** The provisions of this Amendment are declared to be severable. If any provision

of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

5. **Effective date.** This Amendment shall be effective as of **November 22, 2022.**

DATED this 22 day of November 2022.

CITY OF PORT ORCHARD, WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor



Signature

ATTEST/AUTHENTICATED:

Chris Cherrett President CEO
Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

EXHIBIT A

received October 26, 2022

SUPPLIES

Cost
Actual

Markup (max 10%)
10 %

CITY HALL

216 Prospect Street

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$3,407.88		\$40,894.56
	\$ <u>2,600.00</u>	12	\$ <u>31,200.00</u>
<ul style="list-style-type: none"> Quarterly Quarterly charge for City Hall janitorial services listed under "Quarterly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$525.00		\$2,100.00
	\$ <u>400.00</u>	4	\$ <u>1,600.00</u>
<ul style="list-style-type: none"> Yearly Yearly charge for City Hall janitorial services listed under "Yearly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$525.00		\$525.00
	\$ <u>400.00</u>	1	\$ <u>1,600.00</u>
City Hall Yearly Grand Total			\$ <u>34,400.00</u> \$43,519.56

**DEPARTMENT OF
COMMUNITY
DEVELOPMENT
720 Prospect Street**

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$725.00		\$8,700.00
	\$ 515.00	12	\$ 6,180.00
<ul style="list-style-type: none"> Quarterly Quarterly charge for City Hall janitorial services listed under “Quarterly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$165.00		\$660.00
	\$ 125.00	4	\$ 500.00
<ul style="list-style-type: none"> Yearly Yearly charge for City Hall janitorial services listed under “Yearly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$165.00		\$165.00
	\$ 125.00	1	\$ 125.00
Department of Community Development Yearly Grand Total			\$ 6,805.00 \$9,525.00

PUBLIC WORKS SHOP
1535 Vivian Court

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$775.00 \$ 525.00	12	\$9,300.00 \$ 6,300.00
<ul style="list-style-type: none"> Quarterly Quarterly charge for City Hall janitorial services listed under “Quarterly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$230.00 \$ 100.00	4	\$920.00 \$ 400.00
<ul style="list-style-type: none"> Yearly Yearly charge for City Hall janitorial services listed under “Yearly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$230.00 \$ 175.00	1	\$230.00 \$ 175.00
Public Works Shop Yearly Grand Total			\$ 6,875.00 \$10,450.00

ACTIVE CLUB

1025 Tacoma Avenue

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$775.00		\$9,300.00
	\$ 525.00	12	\$ 6,300.00
<ul style="list-style-type: none"> Quarterly Quarterly charge for City Hall janitorial services listed under “Quarterly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$175.00		\$700.00
	\$ 75.00	4	\$ 300.00
<ul style="list-style-type: none"> Yearly Yearly charge for City Hall janitorial services listed under “Yearly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$175.00		\$175.00
	\$ 130.00	1	\$ 130.00
Active Club Yearly Grand Total			\$ 6,730.00 \$10,175.00

Yearly Total for All Facilities (add all the Yearly Grand Totals from above)	\$ 54,810.00 \$73,669.56
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Contractor may submit a written amendment request, a minimum of 60 days in advance, to modify 2024 rates due to Washington State Labor and Industries Prevailing Wage increases.

EXHIBIT A – SCOPE OF SERVICES

MAINTENANCE HOURS

City facilities are available as follows:

1. City Hall

- A. 1st floor is available for cleaning Monday thru Friday between 8:00 am to 4:30 pm.
- B. 2nd floor is available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.
- C. 3rd floor is available for cleaning Monday thru Friday between 6:00 pm to 8:00 am, except for City Council Meetings on the 2nd, 3rd, and 4th Tuesday's. On those nights the Council Chambers is unavailable until 10:00 pm.

2. Department of Community Development

Available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.

3. Public Works Shop

Available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.

4. Active Club

Available for cleaning Monday thru Friday between 9:00 pm to 8:00 am.

CITY OBSERVED HOLIDAYS:

Services shall not be performed on the following observed holidays. When a holiday falls on a regular cleaning day, services shall be performed on the next scheduled cleaning day. Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- December 25th

AREAS TO BE CLEANED

1. City Hall

A. 1st floor (Police Department)

All lobby/common areas, restrooms, kitchen/breakrooms, locker rooms, office areas except for locked rooms and the evidence room

B. 2nd floor (Public Works/Finance/Clerks Departments)

All areas except locked rooms

C. 3rd floor (Courts/Council Chambers)

All areas

2. Department of Community Development

All areas

3. Public Works Shop

All areas except garage

4. Active Club

All areas – main floor

CLEANING SCOPE OF WORK**All Buildings except for Active Club***Five days a Week:*

1. Empty all waste receptacles. Replace plastic liners as needed – any liner with food on it shall be replaced.
2. Empty all recycling containers.
3. Pick up debris from immediate exterior of entrance to buildings.
4. Damp clean lunchroom tables and counters using sanitizer.
5. Clean and sanitize all sinks and countertops in kitchens/breakrooms.

Three days a week:

1. Vacuum carpeted areas moving chairs and garbage cans (anything light and easy to move) including under desks and put back items moved. All visible dirt, dust and soil to be removed.
2. Spot clean carpet areas to remove spilled or soiled spots or as needed.
3. Dust, sweep or mop all hard flooring or as needed.

One day a week:

1. Sanitize and polish all drinking fountains
2. Clean interior and exterior glass doors on all building entrances.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and railings.
4. Stairs – Sweep/damp mop/vacuum (as appropriate). For non-concrete, finished steps, remove visible marks as needed.

Restroom/Locker Rooms*5 days a Week*

NOTE: Cleaning tools used in restrooms shall not be utilized in general office and other areas (i.e., rags, mops, sponges, gloves, etc.)

1. Using a germicidal cleaner, clean and sanitize all restroom fixtures including, but not limited to, toilet seats, toilet bowls, urinals and sinks.
2. Damp wipe and polish glass and mirrors.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Damp wipe all counters, doors, etc. using a germicidal cleaner.
6. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
7. Remove spots, stains and splashes from wall area adjacent to hand basins.
8. Damp mop all floors using germicidal cleaner.
9. Refill all dispensers.

10. Empty all containers and disposals and insert liners as required.
11. Empty and sanitize interior of sanitary containers.
12. Wash and sanitize exterior of all dispensers and containers (weekly).
13. Spot clean all walls, doors, and partitions (monthly).
14. Ensure floor and p-trap drains are flushed weekly to remove stagnated water.

Active Club

2 days a Week:

1. Dust, sweep and/or mop all hard flooring.
2. Clean and sanitize all sinks and countertops in kitchen.

Restroom/Locker Rooms

5 days a Week

NOTE: Cleaning tools used in restrooms shall not be utilized in general office and other areas (i.e., rags, mops, sponges, gloves, etc.)

1. Using a germicidal cleaner, clean and sanitize all restroom fixtures including, but not limited to, toilet seats, toilet bowls, urinals and sinks.
2. Damp wipe and polish glass and mirrors.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Damp wipe all counters, doors, etc. using a germicidal cleaner.
6. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
7. Remove spots, stains and splashes from wall area adjacent to hand basins.
8. Damp mop all floors using germicidal cleaner.
9. Refill all dispensers.
10. Empty all containers and disposals and insert liners as required.
11. Empty and sanitize interior of sanitary containers.
12. Wash and sanitize exterior of all dispensers and containers (weekly).
13. Spot clean all walls, doors, and partitions (monthly).
14. Ensure floor and p-trap drains are flushed weekly to remove stagnated water.

ALL FACILITIES

When quarterly and yearly tasks are completed, verification of completion form will need to be submitted to the Public Works Office.

QUARTERLY TASKS

1. Dust the tops of all office partitions.
2. Dust and clean customer service countertops unless covered with papers, all furniture including chairs, tables, filing cabinets, bookcases, shelves, windowsills, door frames, picture and artwork frames, molding and counters.
3. Remove dust and cobwebs from ceiling areas.
4. Dust or vacuum all supply and return air grilles and diffusers to remove all visible dust and dirt.

YEARLY TASKS

1. Clean, in appropriate manner (vacuum, wash, dust), all window blinds.
2. All hard floors in areas designated to be cleaned whether linoleum, tile or terrazzo, shall be stripped, sealed and waxed.
3. Window Cleaning – All interior windows.
4. Window Cleaning – Exterior. For City Hall, it will be the 1st and 2nd ground floor windows only

CITY OF PORT ORCHARD

Authorization for Amendment No. 1

Date: <u>November 22, 2022</u>	Contractor: <u>Coastal Custodial</u>
Project: <u>Janitorial Services for City Facilities</u>	<u>8343 Hogum Bay Lane, NE Suite C</u>
	<u>Lacy, WA 98516</u>
Contract / Job # <u>C018-20</u>	

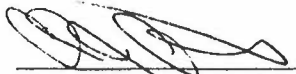
This Amendment Authorizes the following changes to Contract C047-22: Section 1C. Services by Vendor. is amended to read as follows: This Agreement shall commence on February 1, 2020 ("Commencement Date") and shall terminate December 31, 2024, unless extended or terminated in writing as provided herein.

Section 3. Compensation. 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 A (Revised).

This change order extends the dates and increases the annual contract amount to capture the increased Prevailing Wage Rates and material costs due to inflation.


Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract (2020-2022)	\$164,430.00	\$0.00	\$164,430.00	14-Jan-20	Council
Amendment 1 (2023-2024)	\$147,339.12	\$0.00	\$147,339.12	22-Nov-20	Council
Total Contract	\$311,769.12	\$0.00	\$311,769.12		

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
 Chris Cherritt, President CEO

 Printed Name & Title



 Public Works Director
 Tony Lang

 Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved: _____
 Mayor

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest: _____
 City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

 Council Approval Date

CITY OF PORT ORCHARD ORDINARY MAINTENANCE AGREEMENT

THIS Agreement ("Agreement") is made effective as of the 14th 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 Coastal Custodial, a corporation, organized under the laws of the State of Washington, doing business at:

COASTAL CUSTODIAL (hereinafter the "VENDOR")
8343 Hogum Bay Lane NE Suite C
Lacey, WA 98516
Contact: Chris Cherrett Phone: 360-943.6040 Email: ccherrett@coastalbsg.com

for ordinary maintenance services performed in connection with the following:

Janitorial Services for City Facilities

TERMS AND CONDITIONS

1. Services by Vendor.

A. The Vendor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Vendor 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.

C. This Agreement shall commence on February 1, 2020, ("Commencement Date") and shall terminate December 31, 2022, unless extended or terminated in writing as provided herein. **Additionally, the City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor and to offer one (1) two-year extension prior to contract expiration to retain the Vendor's services.**

D. Unless otherwise specified in the attached Scope of Work, all tools, equipment, supplies, chemicals or any other materials necessary for the completion of the services described in the Scope of Work shall be provided by the Vendor.

E. The Vendor shall report any damage or potential hazard involving City property immediately to the City of Port Orchard Public Works Department or in the case of an emergency by

calling 911. Hazardous conditions shall be immediately remedied or secured by the Vendor to prevent further damage and/or to protect the public from injury.

F. Any incidents, accidents, or altercations with members of the public or with City staff shall be immediately reported to the City of Port Orchard Public Works Department. The City's Public Works Director may require a written report describing the incident or accident.

G. The Vendor shall remedy, in a timely manner, and at its expense, any damage to City property due to the negligence of the Vendor or the Vendor's employees.

2. Schedule of Work.

A. The Vendor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A" If delays beyond the Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. Compensation.

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

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ _____ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "_____".

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 "A."

OTHER. _____

4. Payment.

A. The Vendor 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 Vendor 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 Vendor 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. If the services rendered do not meet the requirements of this Agreement, the Vendor will correct or modify the work to comply with this Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

A. The Vendor 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 Vendor 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.

C. The Vendor agrees to comply with all federal, state and municipal laws, rules and regulations, including but not limited to all health and safety regulations applicable to the work that are now effective or become applicable within the term(s) of this Agreement to the Vendor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Vendor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the Washington State Worker's Compensation and Unemployment Insurance laws, and maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

D. The Vendor shall comply with prevailing wage requirements under Washington law. *See, Prevailing Wage Addendum to this Agreement.*

E. The Vendor shall obtain a City of Port Orchard business license prior to commencing work pursuant to a written Notice to Proceed.

F. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee or representative of the Vendor shall be or shall be deemed to be the employee, agent or representative of the City. In the performance of the work, the Vendor 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 or representatives of the Vendor. The Vendor 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(s) of this Agreement, engage other independent contractors to perform the same or similar work that the Vendor performs hereunder.

7. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Vendor's insolvency or bankruptcy, or the Vendor's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Vendor and the failure of the Vendor 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 Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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 Vendor shall not be entitled to any reallocation of cost, profit or overhead. The Vendor shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Vendor 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 Vendor 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 Vendor. The Vendor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Vendor's reasonable expenses, and shall be subject to verification. The Vendor shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Vendor in person, termination shall be effective immediately upon the Vendor'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 Vendor in writing upon one week's advance notice to the Vendor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Vendor at the address set forth in Section 14 herein.

8. Standard of Care.

The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Vendor and

the Vendor's employees 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.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

9. Ownership and Use of Documents. All records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Vendor in connection with the services provided to the City, shall be the property of the City whether finished or not and also whether the project for which they were created is executed or not.

10. Work Performed at the Vendor's Risk. The Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and representatives in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Vendor's own risk, and the Vendor shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Vendor for use in connection with the work.

11. Indemnification. The Vendor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

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 Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor'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 VENDOR'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. THE VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

12. Insurance. The Vendor 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 Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession if applicable.

B. Minimum Amounts of Insurance

Vendor 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 \$1,000.00.
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 Vendor'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 Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Vendor. The Vendor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Vendor'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 Vendor 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 Vendor before commencement of the work.

13. Assigning or Subcontracting. The Vendor 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.

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

Robert Putaansuu
 Mayor
 216 Prospect Street
 Port Orchard, WA 98366

COASTAL CUSTODIAL
 Attn: Chris Cherrett
 8343 Hogum Bay Lane NE Suite C
 Lacey, WA 98516

Phone: 360.876.4407
 Fax: 360.895.9029

Phone: 360.943.6040 ext 6
 Email: ccherrett@coastalbsg.com

15. 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 Vendor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Vendor 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.

16. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits and Addenda 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, the Exhibits and Addenda 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 or Addenda to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

17. 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 Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor of the Vendor'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 Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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 Vendor'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 Vendorcontractor under the Agreement until the Vendorcontractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Vendor 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 Vendor 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 Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor 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.

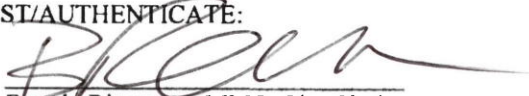
CITY OF PORT ORCHARD,
WASHINGTON

By: 
Robert Putaansuu, Mayor

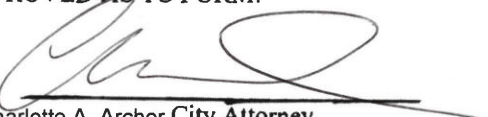
VENDOR

By: 
Name: Chris Charrett
Title: President CEO

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 Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.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

SUPPLIES

Cost	Markup (max 10%)
Actual	<u>10</u> %

CITY HALL

216 Prospect Street

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	<u>\$ 2,600.00</u>	12	<u>\$ 31,200.00</u>
<ul style="list-style-type: none"> Quarterly Quarterly charge for City Hall janitorial services listed under "Quarterly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	<u>\$ 400.00</u>	4	<u>\$ 1,600.00</u>
<ul style="list-style-type: none"> Yearly Yearly charge for City Hall janitorial services listed under "Yearly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	<u>\$ 400.00</u>	1	<u>\$ 1,600.00</u>
City Hall Yearly Grand Total			<u>\$ 34,400.00</u>

EXHIBIT A

DEPARTMENT OF
COMMUNITY
DEVELOPMENT
720 Prospect Street

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> • Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>515.00</u>	12	\$ <u>6,180.00</u>
<ul style="list-style-type: none"> • Quarterly Quarterly charge for City Hall janitorial services listed under "Quarterly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>125.00</u>	4	\$ <u>500.00</u>
<ul style="list-style-type: none"> • Yearly Yearly charge for City Hall janitorial services listed under "Yearly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>125.00</u>	1	\$ <u>125.00</u>
Department of Community Development Yearly Grand Total			\$ <u>6,805.00</u>

**PUBLIC WORKS SHOP
1535 Vivian Court**

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> • Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>525.00</u>	12	\$ <u>6,300.00</u>
<ul style="list-style-type: none"> • Quarterly Quarterly charge for City Hall janitorial services listed under “Quarterly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>100.00</u>	4	\$ <u>400.00</u>
<ul style="list-style-type: none"> • Yearly Yearly charge for City Hall janitorial services listed under “Yearly” in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>175.00</u>	1	\$ <u>175.00</u>
Public Works Shop			
Yearly Grand Total			\$ <u>6,875.00</u>

EXHIBIT A

**ACTIVE CLUB
1025 Tacoma Avenue**

	Charge	Quantity	Yearly Total
<ul style="list-style-type: none"> • Monthly Monthly charge for City Hall janitorial services per the schedule listed in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>525.00</u>	12	\$ <u>6,300.00</u>
<ul style="list-style-type: none"> • Quarterly Quarterly charge for City Hall janitorial services listed under "Quarterly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>75.00</u>	4	\$ <u>300.00</u>
<ul style="list-style-type: none"> • Yearly Yearly charge for City Hall janitorial services listed under "Yearly" in Exhibit A – to include all labor, taxes, cleaning equipment and supervision (prevailing wages) 	\$ <u>130.00</u>	1	\$ <u>130.00</u>
Active Club Yearly Grand Total			\$ <u>6,730.00</u>
Yearly Total for All Facilities (add all the Yearly Grand Totals from above)			\$ <u>54,810.00</u>

EXHIBIT A – SCOPE OF SERVICES

MAINTENANCE HOURS

City facilities are available as follows:

1. City Hall

- A. 1st floor is available for cleaning Monday thru Friday between 8:00 am to 4:30 pm.
- B. 2nd floor is available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.
- C. 3rd floor is available for cleaning Monday thru Friday between 6:00 pm to 8:00 am, except for City Council Meetings on the 2nd, 3rd, and 4th Tuesday's. On those nights the Council Chambers is unavailable until 10:00 pm.

2. Department of Community Development

Available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.

3. Public Works Shop

Available for cleaning Monday thru Friday between 6:00 pm to 8:00 am.

4. Active Club

Available for cleaning Monday thru Friday between 9:00 pm to 8:00 am.

CITY OBSERVED HOLIDAYS:

Services shall not be performed on the following observed holidays. When a holiday falls on a regular cleaning day, services shall be performed on the next scheduled cleaning day. Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- December 25th

AREAS TO BE CLEANED

1. City Hall

A. 1st floor (Police Department)

All lobby/common areas, restrooms, kitchen/breakrooms, locker rooms, office areas except for locked rooms and the evidence room

B. 2nd floor (Public Works/Finance/Clerks Departments)

All areas except locked rooms

C. 3rd floor (Courts/Council Chambers)

All areas

2. **Department of Community Development**
All areas
3. **Public Works Shop**
All areas except garage
4. **Active Club**
All areas – main floor

CLEANING SCOPE OF WORK

All Buildings except for Active Club

Five days a Week:

1. Empty all waste receptacles. Replace plastic liners as needed – any liner with food on it shall be replaced.
2. Empty all recycling containers.
3. Pick up debris from immediate exterior of entrance to buildings.
4. Damp clean lunchroom tables and counters using sanitizer.
5. Clean and sanitize all sinks and countertops in kitchens/breakrooms.

Three days a week:

1. Vacuum carpeted areas moving chairs and garbage cans (anything light and easy to move) including under desks and put back items moved. All visible dirt, dust and soil to be removed.
2. Spot clean carpet areas to remove spilled or soiled spots or as needed.
3. Dust, sweep or mop all hard flooring or as needed.

One day a week:

1. Sanitize and polish all drinking fountains
2. Clean interior and exterior glass doors on all building entrances.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and railings.
4. Stairs – Sweep/damp mop/vacuum (as appropriate). For non-concrete, finished steps, remove visible marks as needed.

Restroom/Locker Rooms

5 days a Week

NOTE: Cleaning tools used in restrooms shall not be utilized in general office and other areas (i.e., rags, mops, sponges, gloves, etc.)

1. Using a germicidal cleaner, clean and sanitize all restroom fixtures including, but not limited to, toilet seats, toilet bowls, urinals and sinks.
2. Damp wipe and polish glass and mirrors.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Damp wipe all counters, doors, etc. using a germicidal cleaner.
6. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
7. Remove spots, stains and splashes from wall area adjacent to hand basins.
8. Damp mop all floors using germicidal cleaner.
9. Refill all dispensers.

10. Empty all containers and disposals and insert liners as required.
11. Empty and sanitize interior of sanitary containers.
12. Wash and sanitize exterior of all dispensers and containers (weekly).
13. Spot clean all walls, doors, and partitions (monthly).
14. Ensure floor and p-trap drains are flushed weekly to remove stagnated water.

Active Club

2 days a Week:

1. Dust, sweep and/or mop all hard flooring.
2. Clean and sanitize all sinks and countertops in kitchen.

Restroom/Locker Rooms

5 days a Week

NOTE: Cleaning tools used in restrooms shall not be utilized in general office and other areas (i.e., rags, mops, sponges, gloves, etc.)

1. Using a germicidal cleaner, clean and sanitize all restroom fixtures including, but not limited to, toilet seats, toilet bowls, urinals and sinks.
2. Damp wipe and polish glass and mirrors.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Damp wipe all counters, doors, etc. using a germicidal cleaner.
6. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
7. Remove spots, stains and splashes from wall area adjacent to hand basins.
8. Damp mop all floors using germicidal cleaner.
9. Refill all dispensers.
10. Empty all containers and disposals and insert liners as required.
11. Empty and sanitize interior of sanitary containers.
12. Wash and sanitize exterior of all dispensers and containers (weekly).
13. Spot clean all walls, doors, and partitions (monthly).
14. Ensure floor and p-trap drains are flushed weekly to remove stagnated water.

ALL FACILITIES

When quarterly and yearly tasks are completed, verification of completion form will need to be submitted to the Public Works Office.

QUARTERLY TASKS

1. Dust the tops of all office partitions.
2. Dust and clean customer service countertops unless covered with papers, all furniture including chairs, tables, filing cabinets, bookcases, shelves, windowsills, door frames, picture and artwork frames, molding and counters.
3. Remove dust and cobwebs from ceiling areas.
4. Dust or vacuum all supply and return air grilles and diffusers to remove all visible dust and dirt.

EXHIBIT A

YEARLY TASKS

1. Clean, in appropriate manner (vacuum, wash, dust), all window blinds.
2. All hard floors in areas designated to be cleaned whether linoleum, tile or terrazzo, shall be stripped, sealed and waxed.
3. Window Cleaning – All interior windows.
4. Window Cleaning – Exterior. For City Hall, it will be the 1st and 2nd ground floor windows only



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 Declaring Certain
Personal Property as Surplus and
Authorizing its Disposition Thereof

Meeting Date: November 22, 2022
Prepared by: Brandy Wallace, MMC
City Clerk
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: Assets of the City that are no longer useable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus various personal property of a laptop and modem, outdoor power tools, and a hydrant meter, belonging to the Water, Sewer, and/or Park Funds. All of the items have reached the end of their useful life. The Finance department has estimated the current value of the property to be \$0. While some of the items were acquired for public utility purposes, the value of the property is less than \$50,000, therefore a public hearing it not required, pursuant to RCW 35.94.040(2).

Although the City’s internal asset value of the items have been determined to be of no value, any monies from the sale of surplus property is deposited into the Fund(s) which owned the item. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest. Staff will dispose the item in a manner that reflects the best interest of the City.

Recommendation: Staff recommends adoption of a Resolution declaring the personal property described in Exhibit A, as surplus and allowing for its disposition.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution declaring the personal property listed in Exhibit A, as surplus and authorizing its disposition.

Fiscal Impact: Money received from the disposition of surplus item is deposited in the Fund of ownership.

Alternatives: Do not adopt.

Attachments: Resolution and list of personal property.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION THEREOF

WHEREAS, certain personal property owned by the Water, Sewer, and/or Park Funds of the City of Port Orchard have become surplus to the needs of the City; and

WHEREAS, the City Council has determined that the current asset value of the items to be \$0; and

WHEREAS, some of the items were acquired for public utility purposes, the value of the property is less than \$50,000, therefore a public hearing is not required, pursuant to RCW 35.94.040(2); and

WHEREAS, the City Council has, pursuant to the requirements of POMC 1.30.020, considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; and

WHEREAS, the City Council desires to dispose various personal property of a laptop and modem, outdoor power tools, and a hydrant meter listed in Exhibit A, in the best interest of the City; now, therefore,

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

THAT: Personal property of a laptop and modem, outdoor power tools, and a hydrant meter are listed in Exhibit A and are declared as surplus to the needs of the City. Staff is instructed to dispose of the items in a manner that reflects the best interest of the City.

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 22nd day of November 2022.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Asset Tag	Serial #	Description	Job Site Assigned To	Department Assigned To	Ownership	value
3099	SR-318-003714	BW Gass Alert micro 5-Haz. Gas Detector	Public Works	Public Works	Water/Sewer	0 inoperable
3083	66615520	Hydrant Meter	Public Works	Public Works	Water	0 inoperable
3021	50952214	Backpack Blower	Public Works	Public Works	Park	0 inoperable
5282	9.9E+16	MIFI 4G LTE GLOBAL USV U620L-Modem	Public Works	Public Works	Water/Sewer	0 inoperable
5290	3KCM551	Laptop	Public Works	Public Works	Water/Sewer	0 inoperable
5292	HJDQF72	Laptop	Public Works	Public Works	Water/Sewer	0 inoperable
3017	1099105	lawnmower	Public Works	Public Works	Park	0 inoperable



CITY OF PORT ORCHARD

2023 LEGISLATIVE AGENDA

Josh Weiss and Annika Vaughn
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS

MEETING AGENDA

- What to Expect in 2023
- Review Draft 2023 Legislative Agenda
- Discussion
- Key Dates

WHAT TO EXPECT IN THE 2023 LEGISLATIVE SESSION

- First year of the two-year legislative biennium – scheduled to last 105 days
- Legislature will adopt biennial budgets:
 - Some opportunities in the operating and capital budgets
 - Transportation budget limited - programming Move Ahead WA investments
- Influx of new legislators from retirements, redistricting, and elections
 - Democratic majorities retained/build majorities: House 57-41?; Senate 29-20
- Returning topics:
 - Behavioral health, *Blake*, public safety, middle housing, Tax Structure Workgroup, property tax cap
- Format - in person with hybrid participation options?

DRAFT 2023 LEGISLATIVE PRIORITIES

- Address Transportation Needs: Sedgwick Roundabouts Signal Timing - \$250,000
- Foster Pilot Program
 - Legislation to implement Task Force recommendations
 - Ensure Port Orchard has a path forward for its pilot project
- Vehicular Pursuits
- Port Orchard Community Events Center Plaza Design
- Public Records Reform
- Defend Against Housing Mandates and Defend Local Control
- Homelessness, Substance Use Disorder, Mental Health



NEXT STEPS & KEY DATES

- Next Steps:
 - Meet with 26th Legislative Delegation
 - Refine and socialize proposed legislation with partners
- Key Dates:
 - November 30 – December 2: Legislative committee assembly
 - December: Governor's proposed budgets
 - January 9: Legislative session begins



QUESTIONS?

Thank you!

Josh Weiss
Partner
jweiss@gth-gov.com

Annika Vaughn
State Lobbyist
avaughn@gth-gov.com



City of Port Orchard Development Activity

November 22, 2022

McCormick Village

- Under Construction
 - Division 1 – 84 Lots
 - Division 2 – 66 Lots
 - Division 3 – 38 Lots
 - Division 4 – 40 Lots
- Permit Review Underway:
 - Commercial Village – 20,000 square feet commercial
 - Residential Village East – 70 Lots plus ADUs and Apartments
- Future Phase
 - Residential Village West - +/-100 Lots Plus ADUs, Paseo Homes, and 8-Plexes





McCormick Village Master Plan

- LDAP Application Submitted for Commercial Area
- Subdivision Application Submitted for Residential East Area

McCormick Trails (McCormick West)

- Under Construction
 - Division 11 – 99 Lots
 - Division 12 – 136 Lots
 - Division 13 – 111 Lots
 - Division 14 – 120 Lots
- Future Phases
 - Divisions 15-23 in future years – 1,070 Additional Lots





Stetson Heights/Stetson Ridge

Total of 412 Lots

Final Plat Issued on Phases 1, 2, and 4 – Housing Construction Underway.

Phase 3 Final Plat Pending

Stetson Ridge Preliminary Plat Hearing Held 11/08/2022

Sinclair Apartments Phase 2

- 63 Housing Units
- Includes Ground Floor Live/Work Units
- Gravity Coffee Drive Through



Haven Apartments and Haven Townhomes

- 236 Apartments
- 114 Townhomes (Q1, 2023)
- New Sewer Lift Station



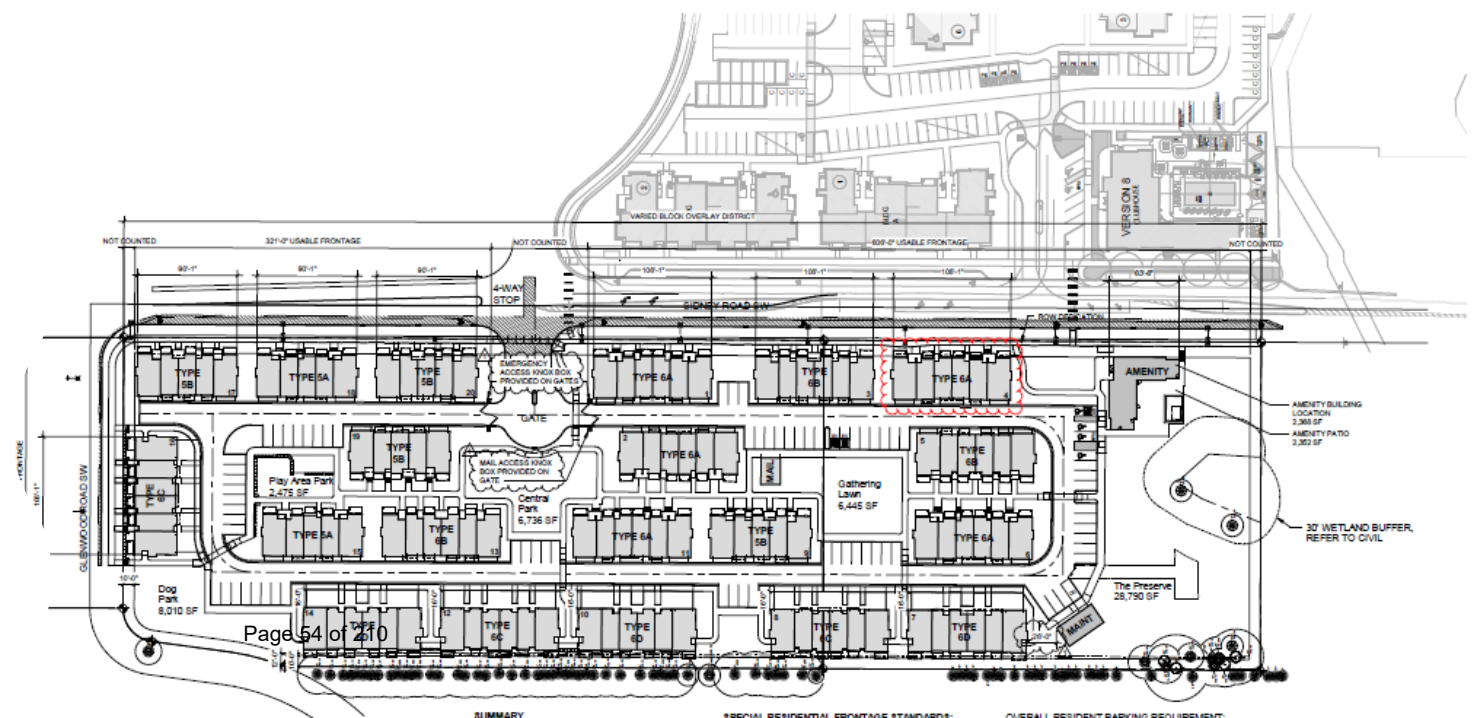


Haven Apartments

- 236 Apartments
- Certificates of Occupancy Issued on first 3 buildings.

Haven Townhomes

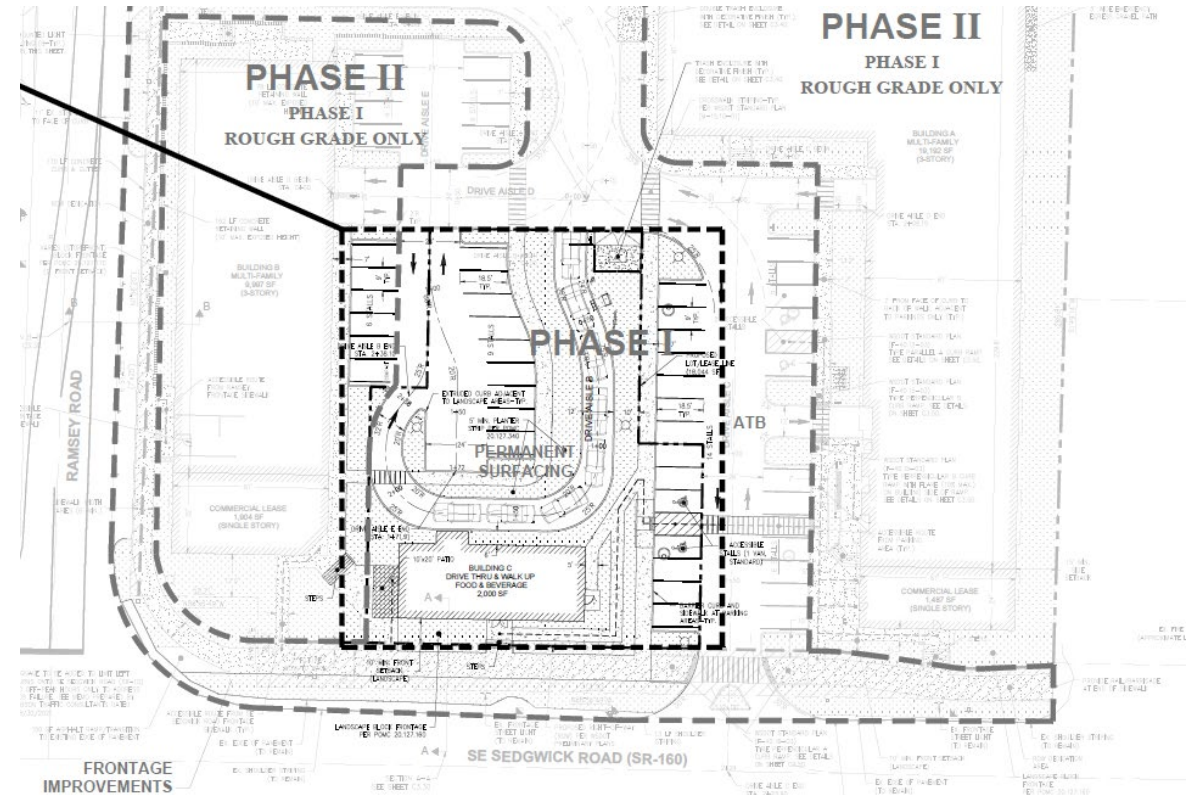
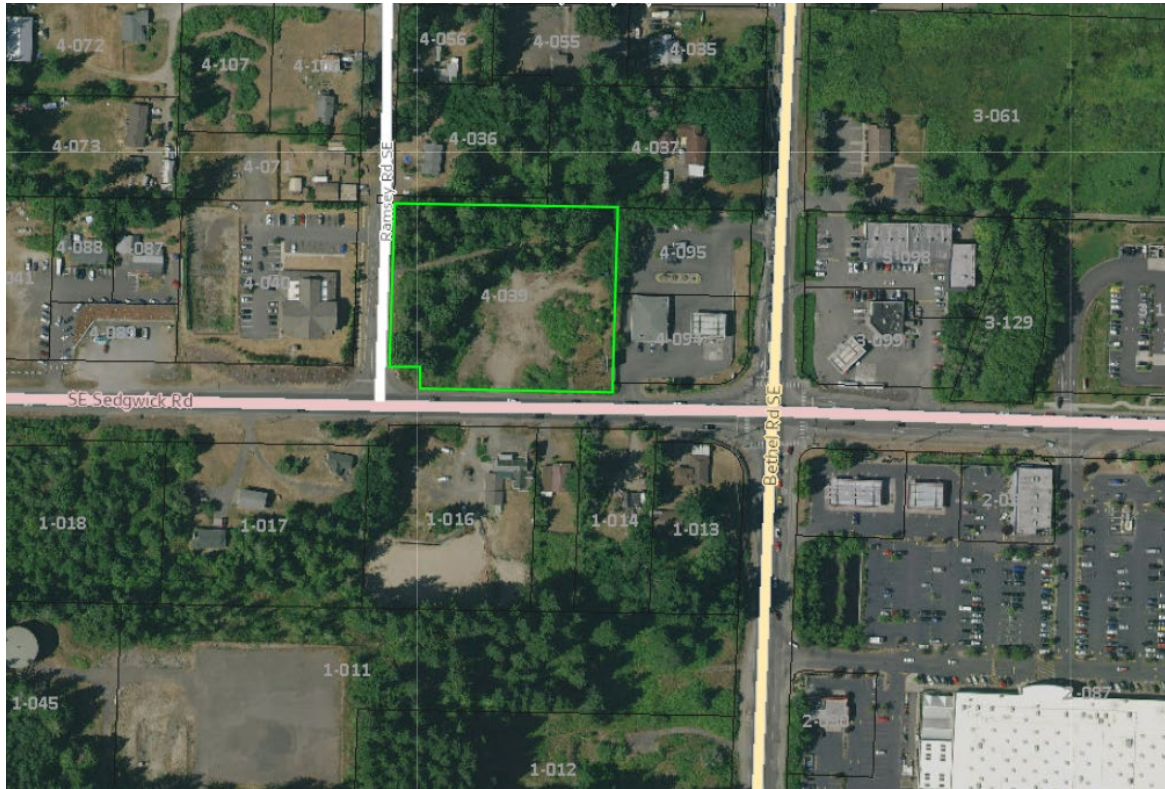
- Permits Issued, Construction Expected Q1 2023
- 114 Townhome Units
- Located on west of Sidney across from Haven Apartments



Magnolia Ridge and Geiger Plat

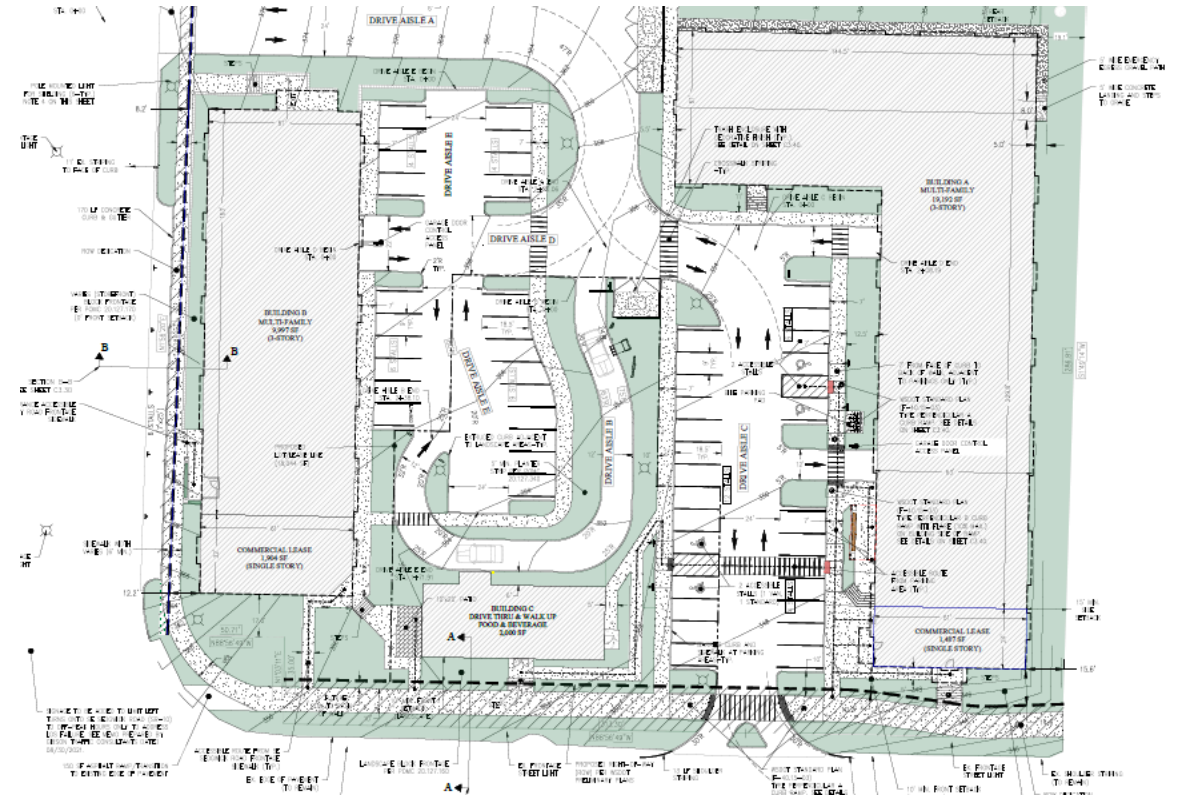
- Blueberry Ridge Plat (now Magnolia Ridge) – 106 Lots – All building permits now issued.
- Geiger Plat (now Sidney Ridge) – 46 Lots





Meyer's Sedgwick

- Ramsey Mixed-Use Apartments
- Coffee Shop



Meyer's Sedgwick

- The Ramsey Mixed Use - 99 Units
- Retail Space
- Coffee Shop w/Drive Through

THE RAMSEY APARTMENTS

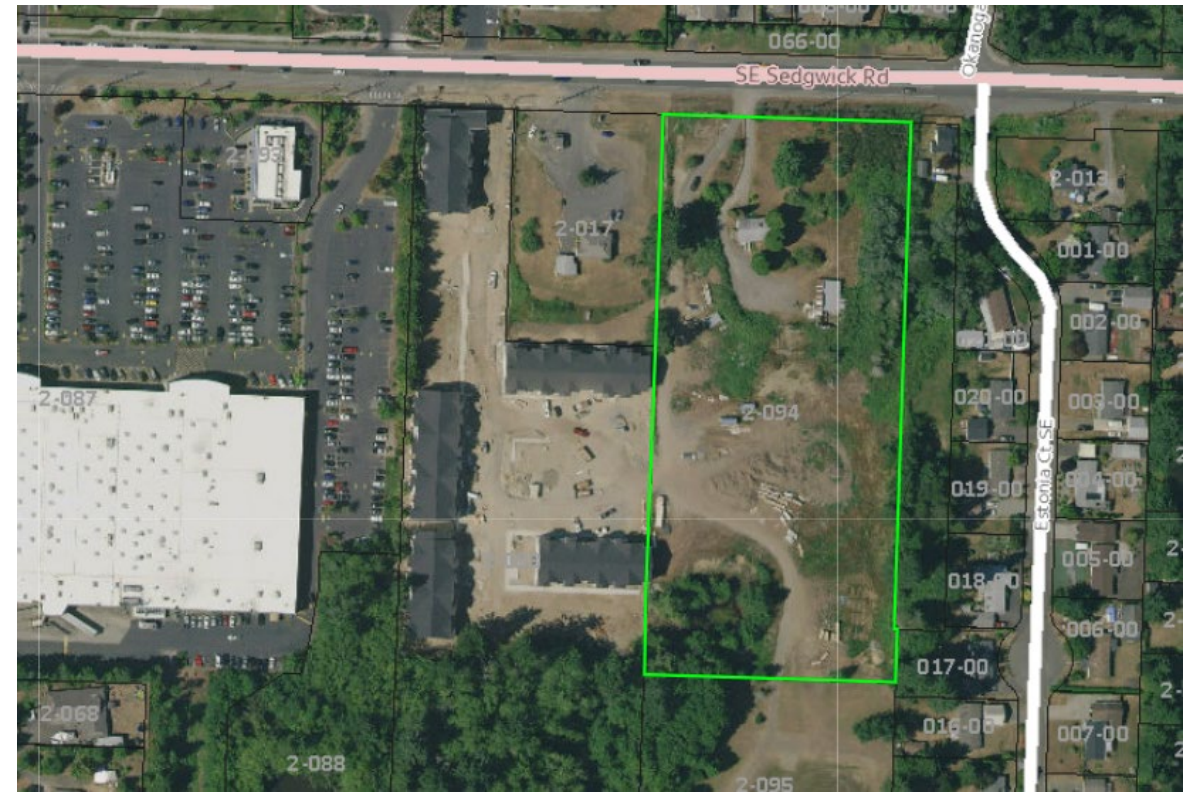
1489 SE SEDGWICK RD

COUNTER COMPLETE
Permit Center

APR 18, 2022

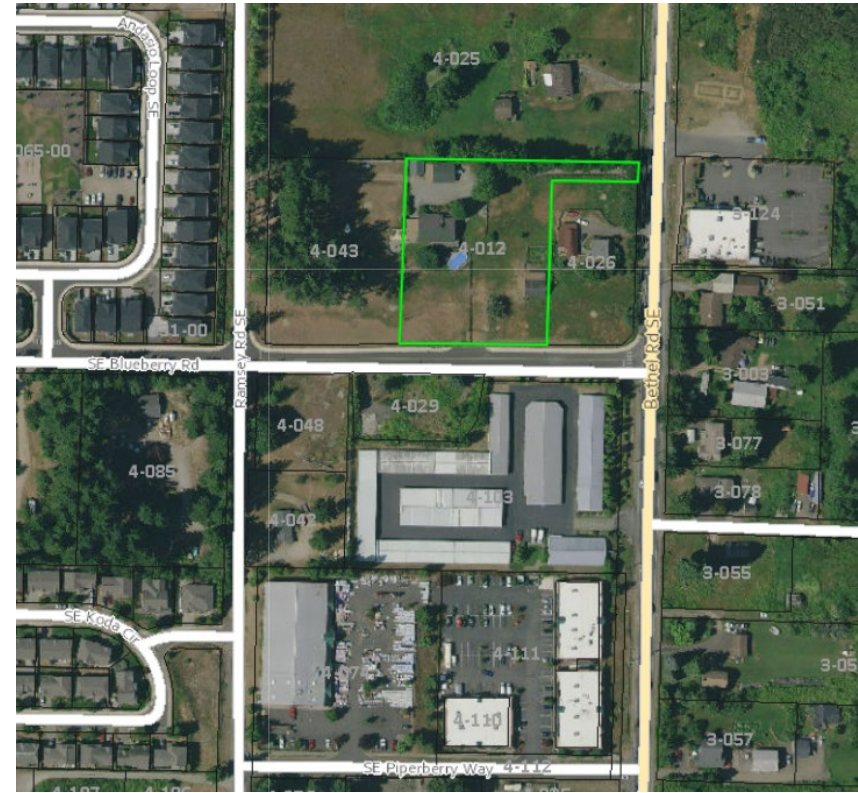
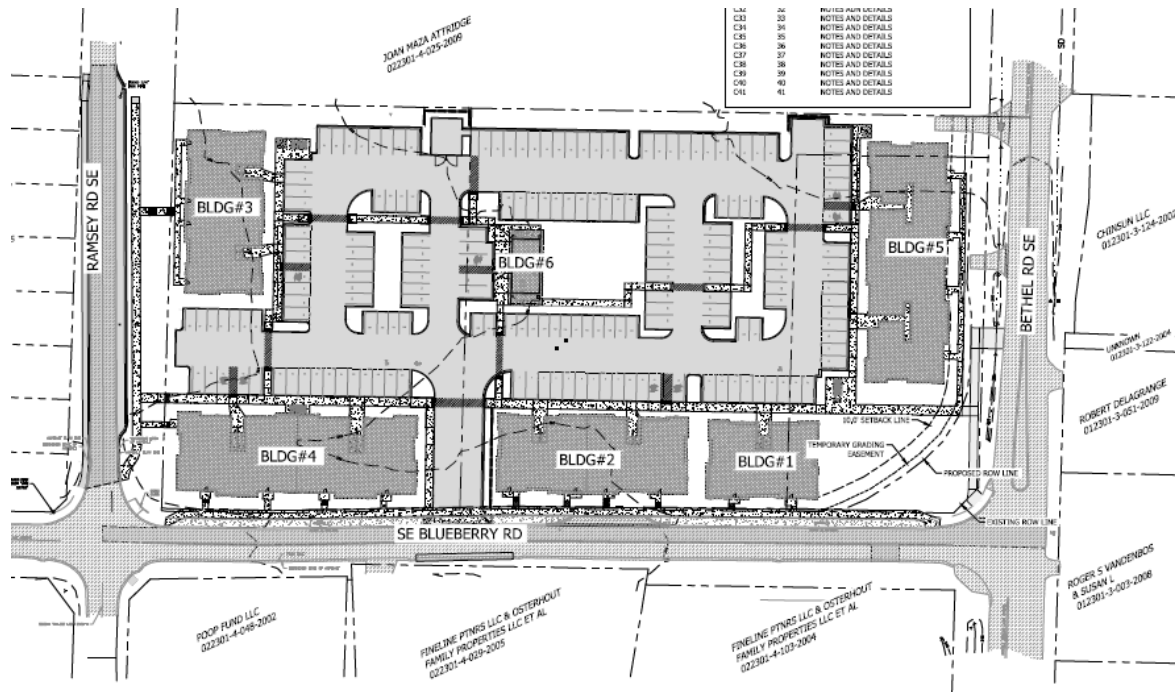
City of Port Orchard
Community Development





Pottery Creek Apartments

- Phase 1 – 136 Units (Recently Completed)
- Phase 2 – 192 Units (Building Permit Applications Submitted and Under Review)

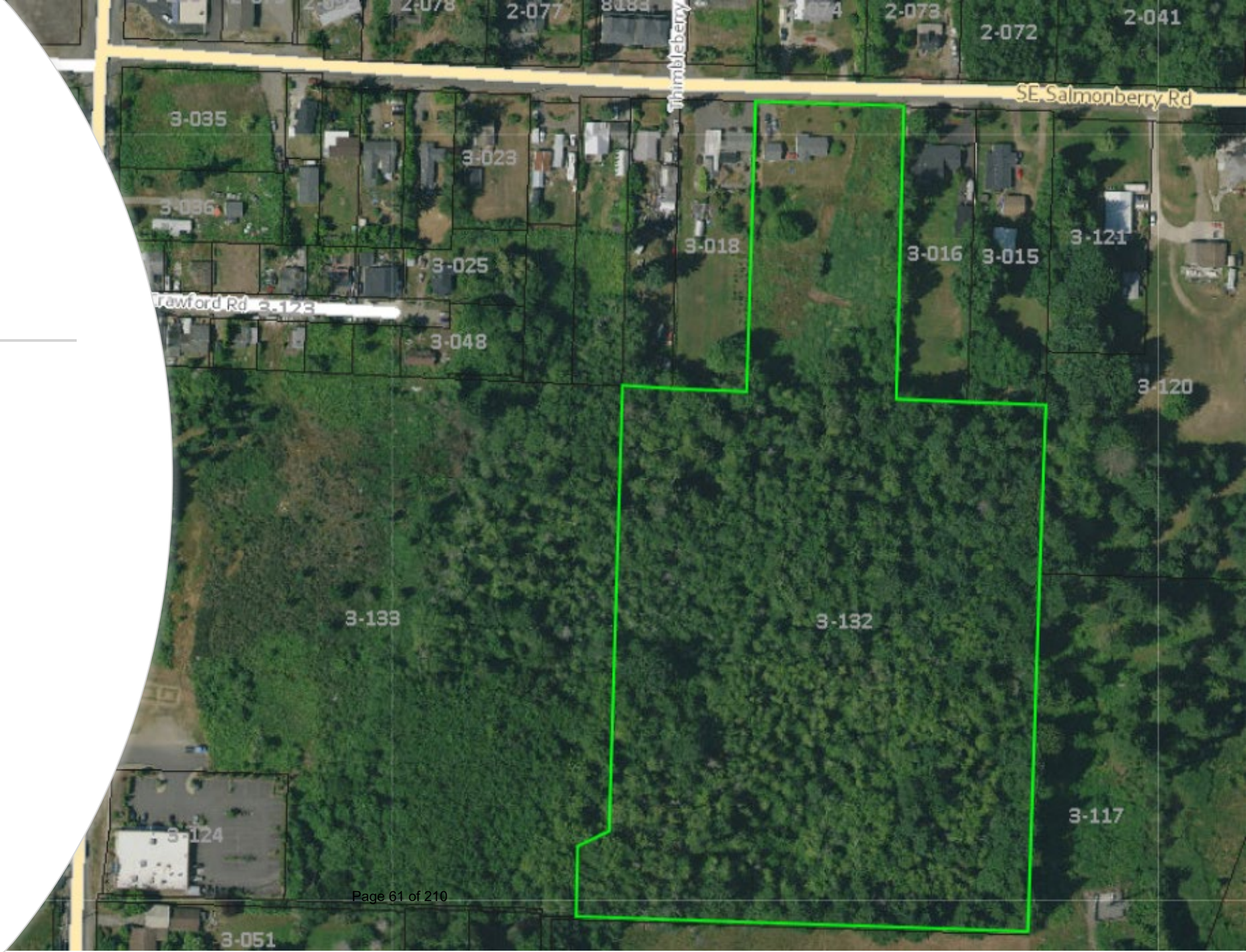


Blueberry Apartments

- 108 Apartments
- LDAP and Building Permit Applications Submitted

Hidden Hills Apartments

- 150 Apartments – LDAP Application Under Review



Hidden Hills Apartments

- 150 Apartments – LDAP Application Under Review

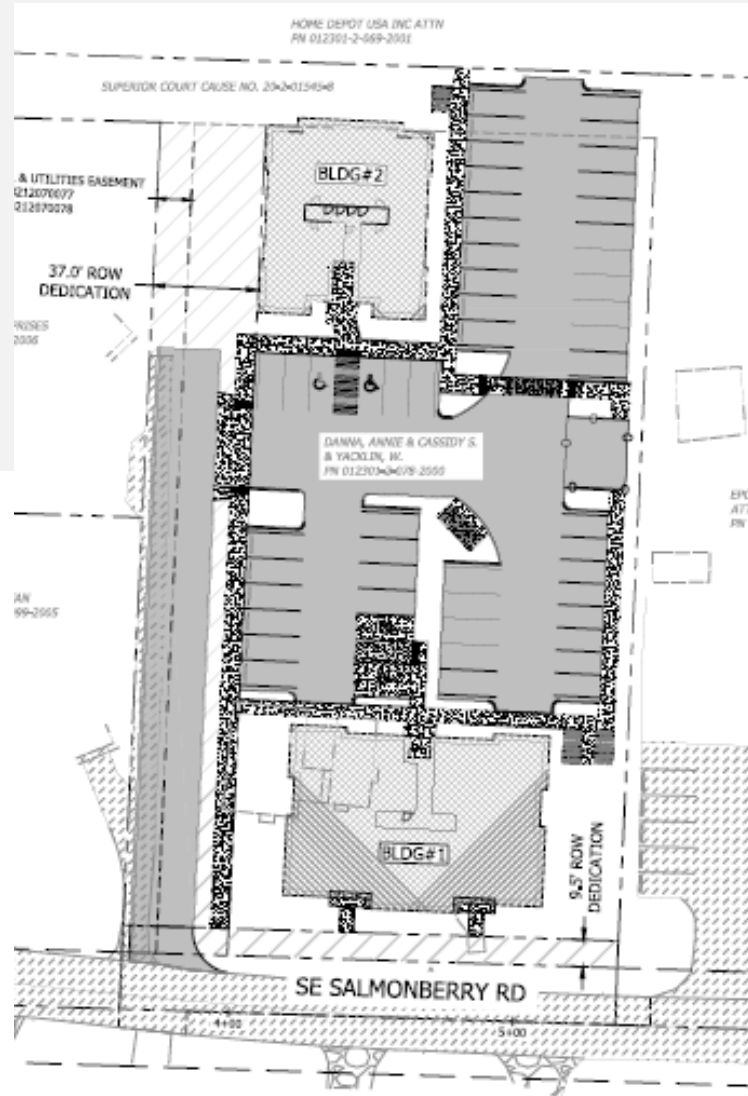
This site plan illustrates the layout for Hidden Hills Apartments. The main building is a long, rectangular structure with multiple units. To the right of the building is a large parking area. The site is bordered by SE Salmonberry Road to the north and an Office Clubhouse to the south. Landscaping includes various tree types and shrubs, with specific callouts for 'ACER', 'DOGWOOD', and 'MAGNOLIA'. A 'FENCE' line is shown along the eastern boundary. A 'LEGEND' in the bottom left corner identifies symbols for 'ROCK OF RUBBER AND GRANITE CURB TALK'.

This site plan, labeled 'PHASE 2', shows a different layout for the Hidden Hills Apartments. It features a more complex arrangement of buildings and parking spaces. A prominent feature is a 'NATIVE BUFFER VEGETATION' area. The plan includes detailed landscaping notes and a legend in the bottom left corner. The site is bounded by SE Salmonberry Road to the north and a 'FENCE' to the east.



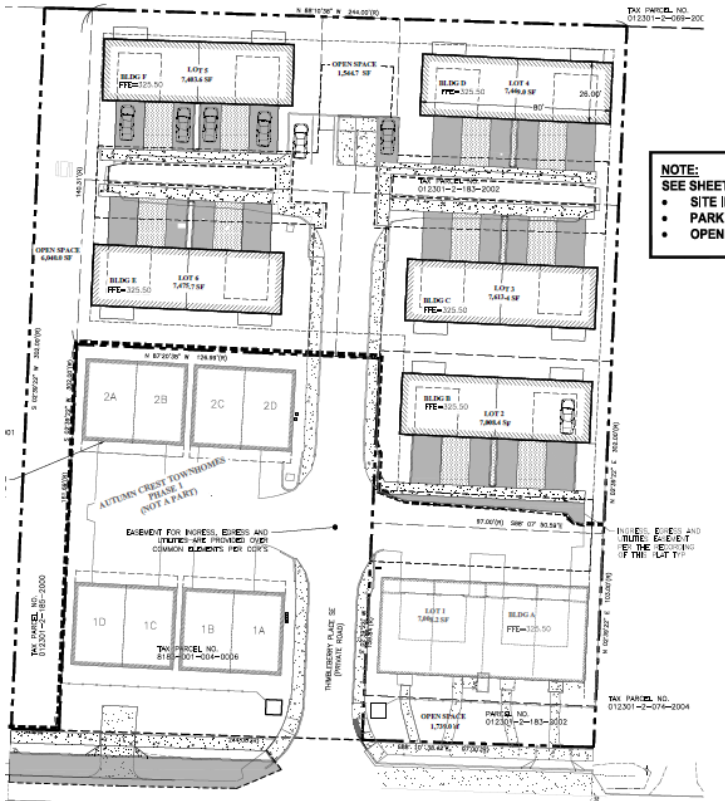
Salmonberry Apartments

- 28 Apartments
- Dedicated Access to Home Depot Site
- Building Permit Applications Submitted



Thimbleberry Townhomes

THIMBLEBERRY LOTS 2-6 L.D.A.P.



20 Townhomes
Binding Site Plan
Application Submitted



Riverstone Plat and Bridgeview Apartments

- Bridgeview Apartments: 136 Units
- Riverstone Plat: 39 Lots
- Contour Apartments: 24 Units



Plisko Apartments

58 Units

Payseno Apartments, Overlook Apartments

- Overlook Apartments – 117 Units
- Payseno Apartments – 57 Units





- Shoreline Substantial Development Permit Application Submitted
- 117 Apartment Units
- 8 Live/Work Units
- 6,000 square feet retail.

Heronview Mixed-Use

429 Bay Street

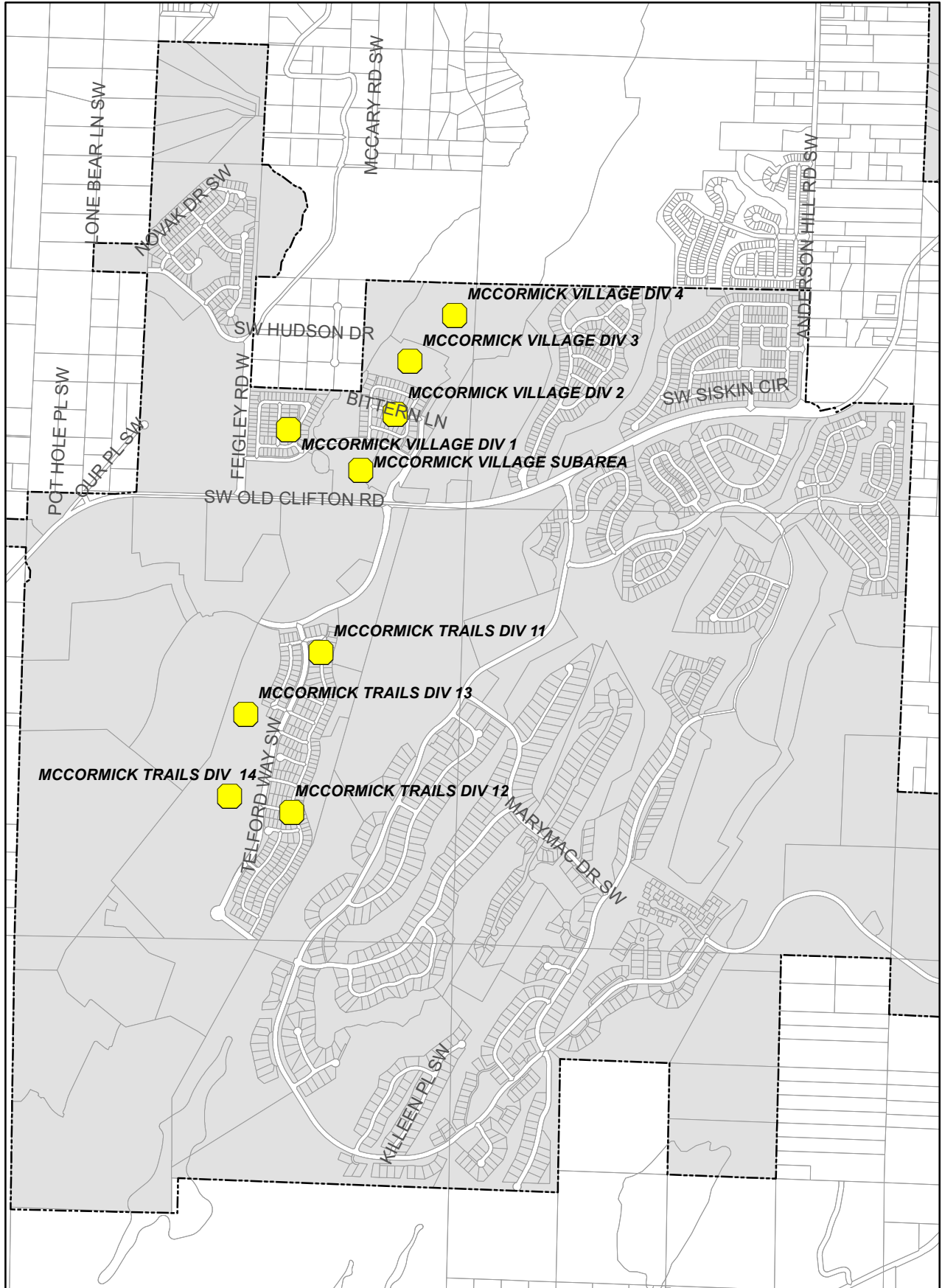
- 39 Apartments
- Ground Floor Retail
- Permits Issued
- Former Lighthouse Restaurant Site (aka Cheers, Tweten's)

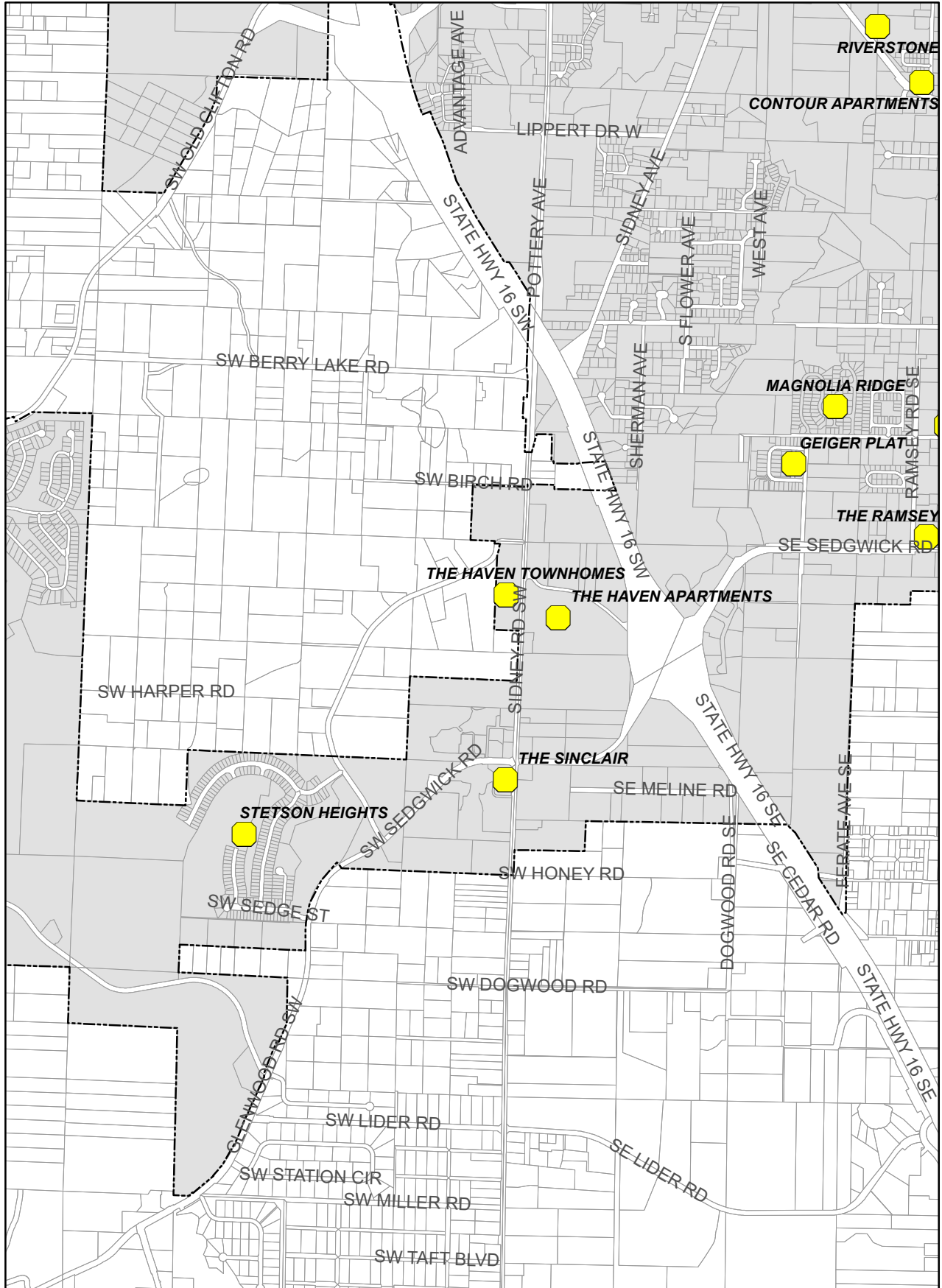


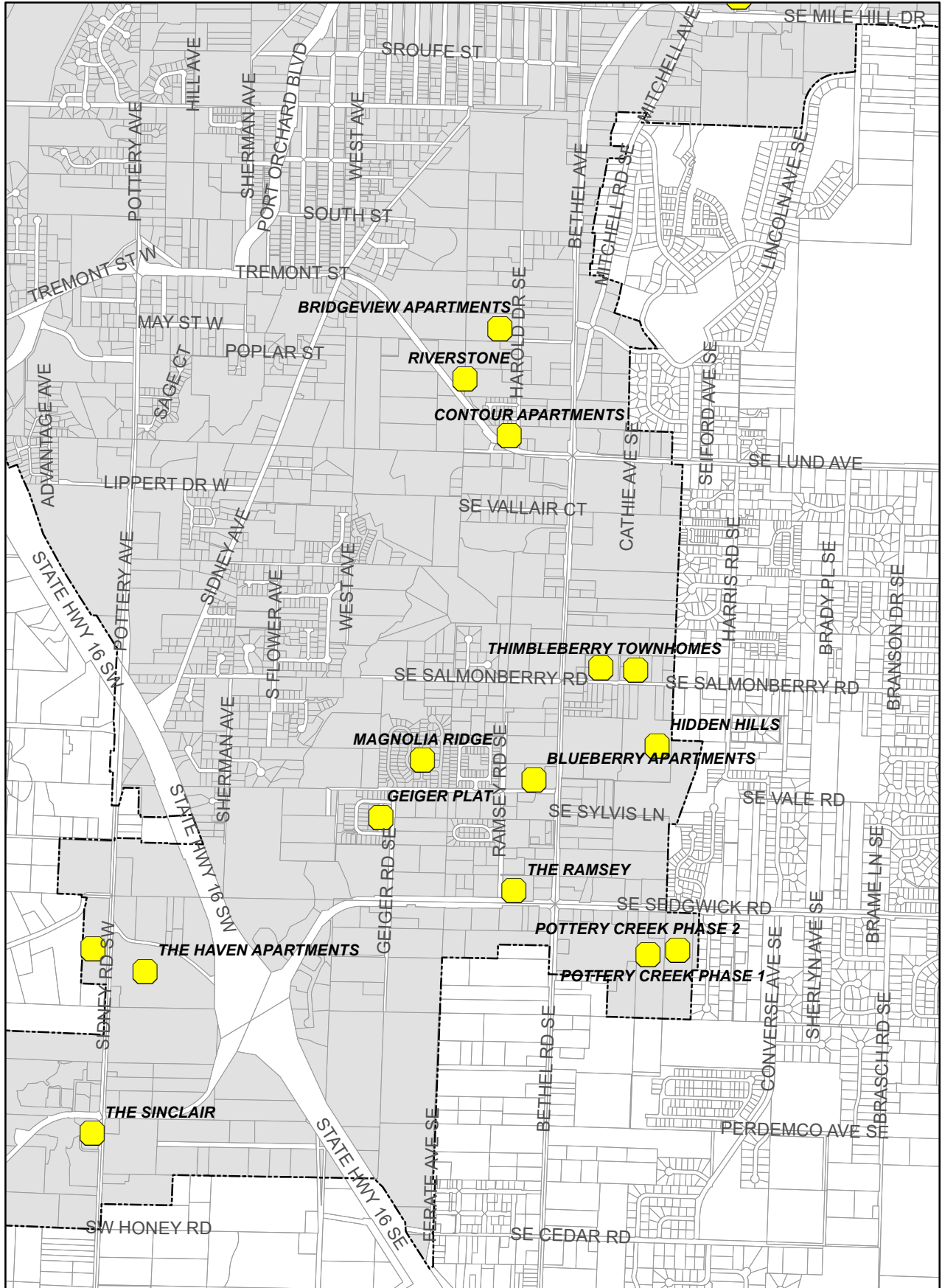
1 PERSPECTIVE SOUTH

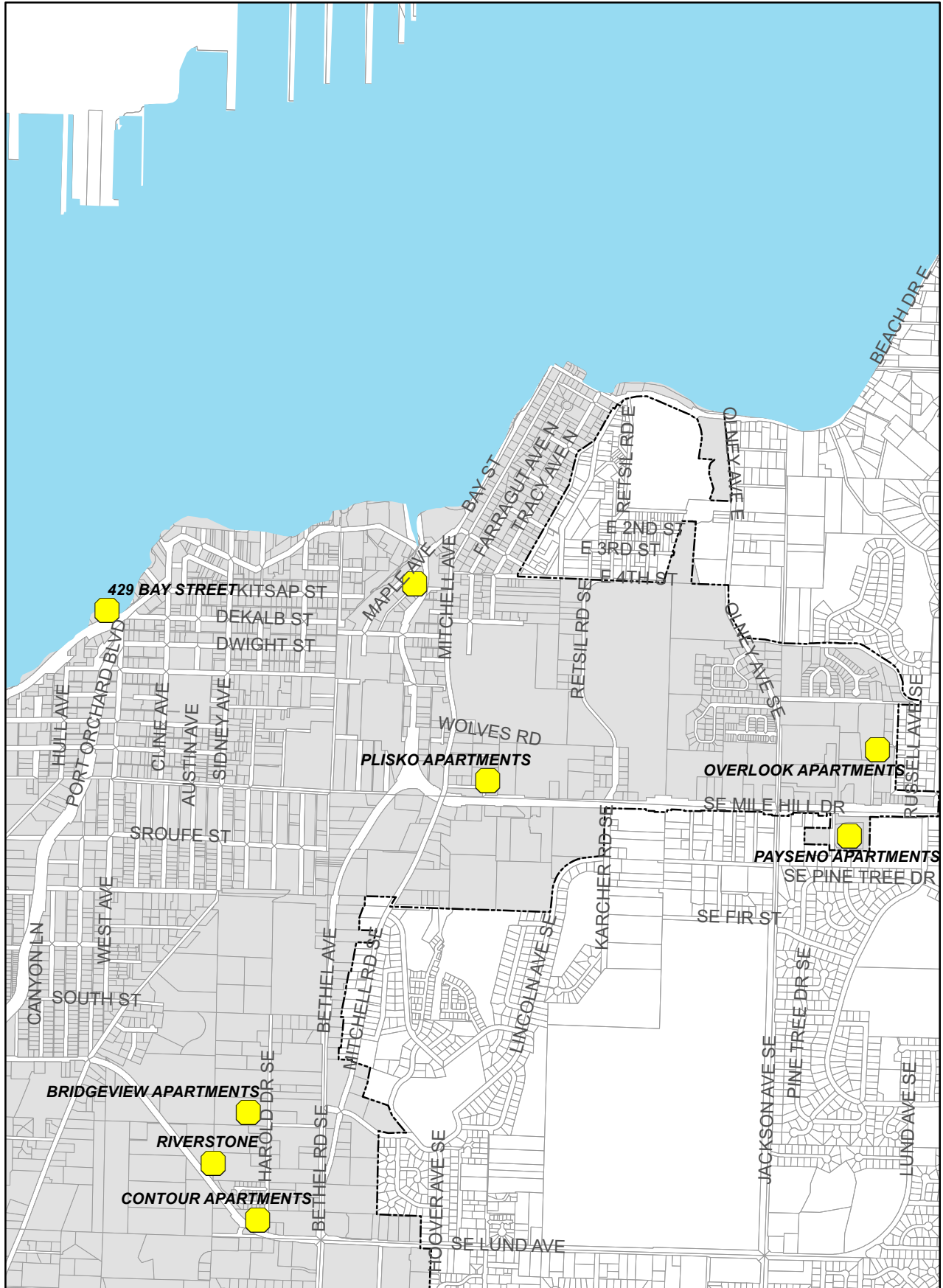
Subject to Field
Correction, as Required
by the Building Inspector













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

Agenda Staff Report

Agenda Item No.: Public Hearing 6A
 Subject: Second and Final Public Hearing on
Proposed 2023 – 2024 Biennial Budget

Meeting Date: November 22, 2022
 Prepared by: Noah Crocker
Finance Director
 Atty Routing No: 366922-0008 – Finance
 Atty Review Date: 11/17/2022

Summary: In addition to the public hearing on the preliminary budget and on revenue sources (that occurred on October 28, 2022), the City is required to hold a second public hearing on the proposed 2023 – 2024 Biennial Budget on or before the first Monday of December. This hearing allows Council to hear public input on the proposed Budget, consider those public comments, and make any changes as indicated by the majority of the Council.

Staff noticed this public hearing in the newspaper of record, the Kitsap Sun, (both in print and online), as well as in the Port Orchard Independent, and on the City’s website. The notice encouraged citizens and community organizations to participate by providing the Council with their input for future infrastructure priorities, public safety enhancements, cultural and recreational opportunities, and other public services.

Following citizen comments, the public hearing should be closed and the Council may continue with its deliberations concerning the 2023 – 2024 Biennial Budget.

Recommendation: Staff recommends opening and holding the public hearing.

Fiscal Impact: Process culminates in the adoption of a 2023 – 2024 Biennial Budget.

Attachments:

- 1) Final Tax Dollars @ Work 2023-2024
- 2) Final Budget Comparison 2023-2024
- 3) Final Capital Budget 2023-2024
- 4) Proposed Port Orchard 2023-2024 Biennial Budget Ordinance

Mayor's Budget ~ Preliminary Budget Highlights

Operating Budget

- **Financial Policies ~Working Capital Minimum Policy Targets Funded**
- *Funds 001, 002,411, 421, 431*
- **Financial Policies ~Stabilization Funds Policy Targets Funded**
- *Funds 003, 412, 422, 432*

- Continued Citywide investment in process improvements utilizing technology
- Police-Radar Replacements
- Police-Body Worn Cameras
- Police-Weapons Replacements
- DCD-Building Consultant Services
- DCD-Comprehensive Plan Consultant
- Office Space Leases to meeting our growth
- Public Works- Asset Management Planning Consultant and Software
- Public Works- Water Metering Improvements
- Public Works- Storm Drainage SMAP Implementation Services

Transportation Maintenance & Operations

\$6,235,592

- Bridge Repairs, Street Striping ~ \$337,600
- Pavement Preservation, Repairs, Potholes ~1,352,000
- Sidewalks, Street Lighting, Traffic Control ~210,000

Capital Budget

\$40,965,700

- Park and Facilities 2,178,400
- Transportation Capital Projects 12,385,700
- Water Capital Projects 10,368,700
- Storm Drainage Capital Projects 1,200,000
- Sewer Capital Projects 14,832,900

Equipment Rental & Revolving Fund

\$2,752,934

- Police Vehicle (7)-Police SUV's 469,000
- DCD Vehicle (1) Parking Enforcement 45,500
- Public Works Facilities – (1) Truck 59,000
- Public Works Parks – (1) Truck (1) Dump Truck (1) Mower 224,000
- Public Works Sewer – (2) Trucks (1) Backhoe (1) Vac Truck 886,434
- Public Works Street– (2) Trucks (1) Dump truck 230,000
- Public Works Storm – (1) Truck (1) Sweeper Truck (1) Skid Steer 625,000
- Public Works Water – (1) EV Max (2) Trucks (1) Forklift 214,000

Mayor Budget Adjustments

- Parks Improvements- Solar Trash Cans \$20,000
- Public Workshop Electronic Charging Stations \$150,000
- Affordable Housing \$75,000

Mayor Budget Adjustments (New Requests)

- Public Works –New 1 FTE Engineering I or II
- Court-Remove 0.6 FTE Court Clerk
- DCD- Additional 0.5 FTE Office Assistant I
- DCD- Additional 1 FTE Code Enforcement
- Police- Remove 1 FTE Community Health Navigator
- Police- New 2 FTE Patrol Officers
- Police Patrol Vehicles- (2) Police SUV's \$134,000
- Public Works Truck – (1) Hooklift truck \$248,000
- Public Works Truck – (1) Towmaster Trailer \$50,000
- Public Works Truck – (1) Hydro Vac Truck \$97,000
- Tire Machine \$15,000
- Shop Vehicle Lift \$58,000

Mayor's Budget ~ Mid-Year Review Highlights

Mid-Year Review

- Court Security
- City Hall Construction Funding (Spring 2023)
- Orchard Street Plaza Design
- Public Works Shop Expansion
- SR166/Bay Street Funding Options for 2025 Construction
- Well #7
- Water System Pipe Survey
- Bay Street Lift Station
- Fire District Property Purchase at McCormick Village Park
- Givens Sport Courts (RCO Grant-City Match)
- Element of SD Sidney 2nd Force Main (related to Pottery complete Street)
- Key Card Entry 720 and additional Facilities

Personnel Requests

- Police Officers
- Community Health Navigator
- Permit Center Overlap
- Public Works Office Assistant
- Accounting Position
- HR Specialist Promotion to HR Analyst

Adjustments to the Mayor's Preliminary Biennial 2032-2024 Budget

- **Fund 001**
 - Property Tax Revenue Reduced: (\$20,000)
 - AWC RMSA Insurance Expense Increased: \$100,000
 - Ending Fund Balance Reduced: (\$120,000)

- **Fund 002**
 - Property Tax Revenue Reduced: (\$11,300)
 - AWC RMSA Insurance Expense Increased: \$7,600
 - On-Call ROW, Survey Services Expenses Reduced: (\$95,000)
 - Ending Fund Balance Increased: \$76,100

- **Fund 107**
 - Hotel/Motel Revenue Increased: \$23,000
 - Services-Tourism Expense Increased: \$23,000
 - Ending Fund Balance: *No Change*

- **Fund 111**
 - Transfers out to Fund 304 TIP 1.15 (Pottery Road) increased: \$15,000
 - Transfers out to Fund 304 TIP 1.5A(Old Clifton) increased: \$150,000
 - Ending Fund Balance Reduced: (\$165,000)

- **Fund 304**
 - Transfer in from Fund 304 (TIP 1.15, 1.5A) Revenue Increased: \$165,000
 - Highway Safety Grant Revenue Increased: \$220,000
 - On-Call ROW, Survey Services Expenses increased: \$150,000
 - TIP 1.5A expenditure authority increased: \$150,000
 - Highway Safety Grant Expense Increased: \$220,000
 - Ending Fund Balance Reduced: (\$135,000)

- **Fund 411**
 - AWC RMSA Insurance Expense Increased: \$64,300
 - Ending Fund Balance Reduced: (\$64,300)

- **Fund 421**
 - State Utility Tax Expense Increased: \$69,600
 - AWC RMSA Insurance Expense Increased: \$3,300
 - Ending Fund Balance Reduced: (\$72,900)

- **Fund 431**
 - AWC RMSA Insurance Expense Increased: \$45,000
 - Ending Fund Balance Reduced: (\$45,000)

Fund Summary		2021-2022 Current Biennium Budget	2023-2024 Preliminary Biennium Budget	2023-2024 Final Biennium Budget	Changes from Preliminary to Final
Grand Total	Beginning Fund Balance	\$ 38,113,801	\$ 56,056,392	\$ 56,056,392	\$ -
	Revenue	\$ 115,883,420	\$ 132,961,127	\$ 133,338,008	\$ 376,881
	Expense	\$ 112,925,531	\$ 126,200,915	\$ 127,103,735	\$ 902,820
	Ending Fund Balance	\$ 41,071,690	\$ 62,816,604	\$ 62,290,665	\$ (525,939)
Fund: 001 - Current Expense	Beginning Fund Balance	\$ 6,952,862	\$ 11,500,000	\$ 11,500,000	\$ -
	Revenue	\$ 30,061,878	\$ 25,562,655	\$ 25,542,700	\$ (19,955)
	Expense	\$ 34,963,914	\$ 34,750,943	\$ 34,850,943	\$ 100,000
	Ending Fund Balance	\$ 2,050,826	\$ 2,311,712	\$ 2,191,757	\$ (119,955)
Fund: 002 - City Street Fund	Beginning Fund Balance	\$ 1,479,291	\$ 1,270,792	\$ 1,270,792	\$ -
	Revenue	\$ 5,877,300	\$ 5,295,808	\$ 5,284,508	\$ (11,300)
	Expense	\$ 6,910,892	\$ 6,235,592	\$ 6,148,192	\$ (87,400)
	Ending Fund Balance	\$ 445,699	\$ 331,008	\$ 407,108	\$ 76,100
Fund: 003 - Stabilization Fund	Beginning Fund Balance	\$ 2,133,687	\$ 2,710,500	\$ 2,710,500	\$ -
	Revenue	\$ 560,000	\$ 180,000	\$ 180,000	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 2,693,687	\$ 2,890,500	\$ 2,890,500	\$ -
Fund: 103 - Criminal Justice	Beginning Fund Balance	\$ 377,608	\$ 390,000	\$ 390,000	\$ -
	Revenue	\$ 491,900	\$ 775,000	\$ 775,000	\$ -
	Expense	\$ 704,325	\$ 1,125,000	\$ 1,125,000	\$ -
	Ending Fund Balance	\$ 165,183	\$ 40,000	\$ 40,000	\$ -
Fund: 104 - Special Investigative Unit	Beginning Fund Balance	\$ 97,797	\$ 94,000	\$ 94,000	\$ -
	Revenue	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
	Expense	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
	Ending Fund Balance	\$ 97,797	\$ 94,000	\$ 94,000	\$ -
Fund: 107 - Community Events	Beginning Fund Balance	\$ 212,002	\$ 236,200	\$ 236,200	\$ -
	Revenue	\$ 200,000	\$ 204,400	\$ 227,400	\$ 23,000
	Expense	\$ 207,040	\$ 204,400	\$ 227,400	\$ 23,000
	Ending Fund Balance	\$ 204,962	\$ 236,200	\$ 236,200	\$ -
Fund: 108 - Paths & Trails	Beginning Fund Balance	\$ 11,096	\$ 13,300	\$ 13,300	\$ -
	Revenue	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 13,096	\$ 15,300	\$ 15,300	\$ -
Fund: 109 - Real Estate Excise Tax	Beginning Fund Balance	\$ 3,266,592	\$ 3,379,100	\$ 3,379,100	\$ -
	Revenue	\$ 2,927,400	\$ 1,600,000	\$ 1,600,000	\$ -
	Expense	\$ 4,052,200	\$ 4,152,500	\$ 4,152,500	\$ -
	Ending Fund Balance	\$ 2,141,792	\$ 826,600	\$ 826,600	\$ -
Fund: 111 - Impact Mitigation Fee	Beginning Fund Balance	\$ 2,311,467	\$ 4,836,500	\$ 4,836,500	\$ -
	Revenue	\$ 2,695,001	\$ 10,877,200	\$ 10,877,200	\$ -
	Expense	\$ 3,760,000	\$ 4,633,600	\$ 4,798,600	\$ 165,000
	Ending Fund Balance	\$ 1,246,467	\$ 11,080,100	\$ 10,915,100	\$ (165,000)
Fund: 206 - Bond Redemption Fund	Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 598,200	\$ 598,400	\$ 598,400	\$ -
	Expense	\$ 598,200	\$ 598,400	\$ 598,400	\$ -
	Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Fund: 302 - Capital Construction	Beginning Fund Balance	\$ 238,707	\$ 245,100	\$ 245,100	\$ -
	Revenue	\$ 6,063,000	\$ 2,178,400	\$ 2,178,400	\$ -
	Expense	\$ 6,078,000	\$ 2,178,400	\$ 2,178,400	\$ -
	Ending Fund Balance	\$ 223,707	\$ 245,100	\$ 245,100	\$ -
Fund: 304 - Street Capital Projects	Beginning Fund Balance	\$ 1,732,515	\$ 979,200	\$ 979,200	\$ -
	Revenue	\$ 8,615,683	\$ 12,333,900	\$ 12,718,900	\$ 385,000
	Expense	\$ 9,369,750	\$ 11,865,700	\$ 12,385,700	\$ 520,000
	Ending Fund Balance	\$ 978,448	\$ 1,447,400	\$ 1,312,400	\$ (135,000)

Fund Summary		2021-2022 Current Biennium Budget	2023-2024 Preliminary Biennium Budget	2023-2024 Final Biennium Budget	Changes from Preliminary to Final
Fund: 411 - Water Operating	Beginning Fund Balance	\$ 3,004,763	\$ 3,024,800	\$ 3,024,800	\$ -
	Revenue	\$ 6,689,300	\$ 7,661,000	\$ 7,661,000	\$ -
	Expense	\$ 7,420,827	\$ 7,611,432	\$ 7,675,732	\$ 64,300
	Ending Fund Balance	\$ 2,273,236	\$ 3,074,368	\$ 3,010,068	\$ (64,300)
Fund: 412 - Water Stabilization	Beginning Fund Balance	\$ 391,961	\$ 955,500	\$ 955,500	\$ -
	Revenue	\$ 558,255	\$ -	\$ -	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 950,216	\$ 955,500	\$ 955,500	\$ -
Fund: 413 - Water Capital	Beginning Fund Balance	\$ 1,382,354	\$ 3,821,600	\$ 3,821,600	\$ -
	Revenue	\$ 5,352,400	\$ 14,861,800	\$ 14,861,800	\$ -
	Expense	\$ 4,432,400	\$ 11,424,000	\$ 11,424,000	\$ -
	Ending Fund Balance	\$ 2,302,354	\$ 7,259,400	\$ 7,259,400	\$ -
Fund: 414 - Water Debt Service	Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 1,090,250	\$ 1,502,600	\$ 1,502,600	\$ -
	Expense	\$ 1,090,250	\$ 1,502,600	\$ 1,502,600	\$ -
	Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Fund: 421 - Storm Drainage Utility	Beginning Fund Balance	\$ 2,033,020	\$ 1,725,100	\$ 1,725,100	\$ -
	Revenue	\$ 3,319,100	\$ 3,490,042	\$ 3,490,100	\$ 58
	Expense	\$ 4,102,988	\$ 4,832,594	\$ 4,905,504	\$ 72,910
	Ending Fund Balance	\$ 1,249,132	\$ 382,548	\$ 309,696	\$ (72,852)
Fund: 422 - Storm Drainage Stabilization	Beginning Fund Balance	\$ 179,081	\$ 536,800	\$ 536,800	\$ -
	Revenue	\$ 354,850	\$ -	\$ -	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 533,931	\$ 536,800	\$ 536,800	\$ -
Fund: 423 - Storm Drainage Capital Facil	Beginning Fund Balance	\$ 99,113	\$ 94,500	\$ 94,500	\$ -
	Revenue	\$ -	\$ 1,200,000	\$ 1,200,000	\$ -
	Expense	\$ 5,200	\$ 1,200,000	\$ 1,200,000	\$ -
	Ending Fund Balance	\$ 93,913	\$ 94,500	\$ 94,500	\$ -
Fund: 424 - Storm Drainage Debt Service	Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
	Revenue	\$ 355,300	\$ 355,290	\$ 355,300	\$ 10
	Expense	\$ 355,300	\$ 355,290	\$ 355,300	\$ 10
	Ending Fund Balance	\$ -	\$ -	\$ -	\$ -
Fund: 431 - Sewer Operating	Beginning Fund Balance	\$ 2,873,601	\$ 4,022,800	\$ 4,022,800	\$ -
	Revenue	\$ 10,837,700	\$ 11,397,332	\$ 11,397,400	\$ 68
	Expense	\$ 10,382,445	\$ 10,974,664	\$ 11,019,664	\$ 45,000
	Ending Fund Balance	\$ 3,328,856	\$ 4,445,468	\$ 4,400,536	\$ (44,932)
Fund: 432 - Sewer Stabilization	Beginning Fund Balance	\$ 612,591	\$ 1,430,000	\$ 1,430,000	\$ -
	Revenue	\$ 809,425	\$ -	\$ -	\$ -
	Expense	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 1,422,016	\$ 1,430,000	\$ 1,430,000	\$ -
Fund: 433 - Sewer Capital	Beginning Fund Balance	\$ 2,369,050	\$ 5,355,800	\$ 5,355,800	\$ -
	Revenue	\$ 21,018,178	\$ 23,668,400	\$ 23,668,400	\$ -
	Expense	\$ 14,350,000	\$ 15,001,900	\$ 15,001,900	\$ -
	Ending Fund Balance	\$ 9,037,228	\$ 14,022,300	\$ 14,022,300	\$ -
Fund: 434 - Sewer Debt Service	Beginning Fund Balance	\$ -	\$ 550,000	\$ 550,000	\$ -
	Revenue	\$ 550,000	\$ 977,600	\$ 977,600	\$ -
	Expense	\$ -	\$ 427,600	\$ 427,600	\$ -
	Ending Fund Balance	\$ 550,000	\$ 1,100,000	\$ 1,100,000	\$ -
Fund: 500 - Equipment Rental and Revolving	Beginning Fund Balance	\$ 3,493,230	\$ 3,748,900	\$ 3,748,900	\$ -
	Revenue	\$ 1,777,800	\$ 3,179,300	\$ 3,179,300	\$ -
	Expense	\$ 1,881,800	\$ 4,866,300	\$ 4,866,300	\$ -
	Ending Fund Balance	\$ 3,389,230	\$ 2,061,900	\$ 2,061,900	\$ -
Fund: 632 - Wastewater Treatment Facil Fee	Beginning Fund Balance	\$ 2,861,414	\$ 5,135,900	\$ 5,135,900	\$ -
	Revenue	\$ 5,070,500	\$ 5,052,000	\$ 5,052,000	\$ -
	Expense	\$ 2,252,000	\$ 2,252,000	\$ 2,252,000	\$ -
	Ending Fund Balance	\$ 5,679,914	\$ 7,935,900	\$ 7,935,900	\$ -



Capital Projects Final 2023-2024 Budget

Finance Department

Capital Construction Funds 2023-2024

- ▶ **GRAND TOTAL: \$40,965,700**
- ▶ Fund 302: Capital Construction: \$2,178,400
- ▶ Fund 304: Street Capital Construction: \$12,385,700
- ▶ Fund 413: Water Capital Construction: \$10,368,700
- ▶ Fund 423: Storm Drainage Capital: \$1,200,000
- ▶ Fund 433: Sewer Capital Construction: \$14,832,900

Fund 302 Capital Construction

Community Events Center Design Work	\$1,420,000
City Hall Design Completion	\$70,900
McCormick Splash Pad Construction Completion	\$620,000
PW Shop Charging Station Improvements*(45%)	\$67,500
302-Total Expenses	\$2,178,400

Fund 304 Street Capital Construction

TIP 1.1 Bay Street Pathway ROW Completion	\$1,490,300
TIP 1.2 Bay Street Pathway Design&Construction Completion	\$5,000,000
TIP 1.3 Bay Street Situational Study-Project Completion	\$567,000
TIP 1.5A Old Clifton Road Design Work	\$150,000
TIP 1.7 Bethel Lincoln Design & Construction Completion	\$2,552,400
TIP 1.8 & 1.9 Salmon & Blueberry Design Work	\$644,000
TIP 1.13 Lippert-Sidewalk Improvements Project Completion*	\$255,000
TIP 1.15 Pottery Design & Construction Completion	\$745,000
TIP 1.16 SR166 -Street Design Work*	\$667,000
Highway Safety Street Light Improvements	\$220,000
On Call Surveying	\$95,000
304-Total Expenses	\$12,385,700

Fund 413 Water Capital Construction

WCIP#3 Well #11-Design & Construction Completion	\$8,616,700
WCIP#10 Melcher Booster Completion	\$501,000
WCIP#23 390 Zone Low Pressure Completion	\$651,000
WCIP#19a Water Main- SR166Bay Water Design	\$100,000
WCIP#19 Water Main Replacement-Sroufe Completion	\$250,000
WCIP#19 Water Main Replacement-Annual-FY24	\$250,000
413-Total Expenses	\$10,368,700

Fund 423 Storm Capital

Storm Property Purchase	\$1,000,000
Annual Preservation(2-years)(Operations)	\$200,000
423-Total Expenses	\$1,200,000

Fund 433 Sewer Capital Construction

SCIP#1 Marina Project Completion	\$13,351,900
SCIP#SB South Sidney Design Work	\$351,000
SCIP#7 Sewer Main Replacement-SR 166 Bay Sewer Design	\$130,000
C090-21 Sewer Controls (Operations)	\$800,000
Annual Preservation (Operations)-FY24	\$200,000
433-Total Expenses	\$14,832,900

Questions



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,
ADOPTING THE 2023-2024 BIENNIAL BUDGET AND SALARY
SCHEDULE; PROVIDING FOR SEVERABILITY AND PUBLICATION;
AND SETTING AN EFFECTIVE DATE.**

WHEREAS, Washington state law requires the City to adopt a budget and provides procedures for the filing of the budget, deliberations, public hearings and final adoption of the budget; and

WHEREAS, consistent with those requirements, the City prepared the preliminary budget for the 2023-2024 biennium, submitted it to the City Clerk, and it has been publicly available beginning October 1, 2022; and

WHEREAS, the City Council Finance Committee met on October 18, 2022, to review the Mayor's proposed preliminary budget and made recommendations; and

WHEREAS, the City Council held a comprehensive work study session on the 2023-2024 preliminary budget on October 18, 2022, and made recommendations on the budget; and

WHEREAS, the City Council reviewed and supported the Equipment Rental Revolving Fund budget proposal for the 2023-2024 biennium including the addition of public work trucks, patrol vehicles and other new equipment; and

WHEREAS, the City Council held a public hearing on revenue sources and the 2023-2024 Biennial Budget on October 25, 2022, and received public input on city priorities, public safety enhancements, cultural and recreational opportunities, and other public services; and

WHEREAS, the City Council adopted the 2023 Property Tax Levy at its public meeting on October 25, 2022; and

WHEREAS, the City Council stated its support for increasing non-represented employees salary schedule by 4% to be included in the budget, effective January 1, 2023; and

WHEREAS, the City Council further examined and discussed the 2023-2024 biennial budget at its public meetings on November 8, 2022, and November 15, 2022; and;

WHEREAS, a public hearing on the final budget was held at the City Council's

regular meeting of November 22, 2022, and a Notice of Public Hearing was published on October 28, 2022, and November 4, 2022, in the Port Orchard Independent newspaper (print and online), and on November 9, 2022, and November 16, 2022, in the Kitsap Sun newspaper (print and online), and was posted on the City's website; and;

WHEREAS, the City Council held a second public hearing on November 22, 2022, regarding the budget for the 2023-2024 biennium, and received public input on city priorities, public safety enhancements, cultural and recreational opportunities, and other public services; and

WHEREAS, consistent with the public notices described herein, a copy of the 2023-2024 preliminary budget has been on file with the City Clerk and copies available from the Finance Department for examination by the public since October 1, 2022; and

WHEREAS, this Ordinance includes the 2023-2024 comprehensive biennial final budget setting forth in summary form the totals of estimated revenues and appropriations of each separate fund and the aggregate totals of all such funds combined; and

WHEREAS, attached to this Ordinance is Exhibit A, the Personnel List of all positions included and approved in the budget, effective Jan. 1, 2023; and

WHEREAS, the Personnel List of non-represented employees was adjusted to include an additional 4% increase; and

WHEREAS, the Personnel List of represented employees were adjusted per the terms of the various applicable contracts; now, therefore;

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

SECTION 1. The Budget of the City of Port Orchard for the 2023-2024 biennium, on file with the City Clerk and by this reference is incorporated herein as if set forth in full, is hereby adopted in its entirety. Estimated resources for the biennium, as set forth below, are hereby appropriated for expenditure at the fund level:

Fund No.	Fund Name	Total Revenue Appropriation	Total Expense Appropriation
001	Current Expense	\$ 37,042,700	\$ 37,042,700
002	City Street	\$ 6,555,300	\$ 6,555,300
003	Stabilization	\$ 2,890,500	\$ 2,890,500
103	Criminal Justice	\$ 1,165,000	\$ 1,165,000
104	Special Investigate Unit	\$ 102,000	\$ 102,000
107	Community Events	\$ 463,600	\$ 463,600
108	Paths & Trails	\$ 15,300	\$ 15,300
109	Real Estate Excise Tax	\$ 4,979,100	\$ 4,979,100
111	Impact Fee	\$ 15,713,700	\$ 15,713,700
206	Bond Redemption Fund	\$ 598,400	\$ 598,400
302	Capital Construction	\$ 2,423,500	\$ 2,423,500
304	Street Capital Projects	\$ 13,698,100	\$ 13,698,100
411	Water - Operations	\$ 10,685,800	\$ 10,685,800
412	Water - Stabilization	\$ 955,500	\$ 955,500
413	Water - Capital	\$ 18,683,400	\$ 18,683,400
414	Water - Debt Service	\$ 1,502,600	\$ 1,502,600
421	Storm Drainage- Operations	\$ 5,215,200	\$ 5,215,200
422	Storm Drainage- Stabilization	\$ 536,800	\$ 536,800
423	Storm Drainage- Capital	\$ 1,294,500	\$ 1,294,500
424	Storm Drainage- Debt Service	\$ 355,300	\$ 355,300
431	Sewer - Operations	\$ 15,420,200	\$ 15,420,200
432	Sewer - Stabilization	\$ 1,430,000	\$ 1,430,000
433	Sewer - Capital	\$ 29,024,200	\$ 29,024,200
434	Sewer - Debt Service	\$ 1,527,600	\$ 1,527,600
500	Equipment Rental & Revolving	\$ 6,928,200	\$ 6,928,200
632	Wastewater Treatment Facil Fee	\$ 10,187,900	\$ 10,187,900
Grand Total		\$ 189,394,400	\$ 189,394,400

SECTION 2. Salary Schedule. The 2023 Salary Schedule for authorized positions is attached as Attachment A and hereby adopted.

SECTION 3. Transmittal. The City Clerk shall transmit a complete, certified copy of the final budget as adopted to the state auditor and to the Association of Washington Cities per RCW 35.34.120.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance

should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

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 22nd day of November 2022.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:

Personnel Position Listing			
Elected Officials	Positions	Wages	
Mayor	1	Annual	119,145.59
Council	7	Monthly	1,000
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
City Clerk	1	48.87	56.66
Police Chief	1	72.73	84.33
Community Development Director	1	67.79	78.61
Finance Director	1	67.79	78.61
Human Resources Director	1	50.77	58.88
Public Works Director	1	64.39	74.68
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	32.95	38.19
Human Resources Specialist	1	31.40	36.41
Office Assistant II	0	26.70	30.97
Total Administration	2.00		
Deputy Finance Director	1	50.77	58.88
Accounting Assistant I	1	25.54	29.64
Accounting Assistant II	4	29.72	34.46
Accounting Assistant III	2	34.65	40.20
Accounting Assistant III / IT Specialist	1	35.90	41.62
Information Technology Manager	1	55.71	64.60
IT Support Specialist	1	35.68	41.37
Total Finance/IT	11.00		
Deputy Director Community Development	1	55.71	64.60
Permit Center Manager	1	38.15	44.24
Permit Tech	1	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.50	25.54	29.64
Senior Planner	2	43.31	50.22
Plans Examiner/Building Inspector II	1	40.88	47.41
Associate Planner	1	39.24	45.51
Assistant Planner	1	31.40	36.41
Building Official	0	46.65	54.10
Building Inspector I	1	36.85	42.73
Code Enforcement Officer	2	35.90	41.62
Parking Enforcement Officer (2 PT)	1	28.35	32.88
Total Community Development	14.50		
Municipal Court Judge	0.6	Annual	118,634.88
Municipal Court Administrator	1	50.77	58.88
Lead Clerk	1	30.64	36.62
Court Clerk	2	25.89	30.91
Total Judicial	4.60		
Deputy Police Chief	1	63.37	73.51
Police Services Coordinator	1	34.47	41.17
Records Evidence Specialist	3.7	25.77	30.76
Sergeant	5	51.65	57.19
Patrol Officer	18	34.65	47.58
Patrol Officer	0	34.65	47.58
Total Police Department	28.70		

Personnel Position Listing			
City Engineer	1	63.40	73.51
Assistant City Engineer	1	55.71	64.60
Operations Manager	1	48.87	56.66
Utility Manager	1	48.87	56.66
Utilities Compliance Specialist	1	35.90	41.62
Civil Engineer I	1	39.24	45.51
Civil Engineer II	1	46.65	54.10
Stormwater Program Manager	1	40.88	47.41
GIS Specialist/Development Review Assistant	1	40.88	47.41
Public Works Procurement Specialist	1	38.15	44.24
Project Coordinator/Inspector	1	39.24	45.51
Office Assistant II	1	26.70	30.97
Public Works Foreman	1	38.38	45.82
Mechanic	2	31.98	38.19
Electrician	1	33.92	40.51
Public Works Personnel	12	31.01	37.03
WA/SW/Storm Coordinators	3	33.33	39.79
Public Works Laborer	2	23.10	27.59
Total Public Works	33.00		
		Minimum	Maximum
Seasonal Public Works	Hourly	16.22	21.63
Intern	Hourly	16.22	21.63
Temporary Employee	Hourly	16.22	21.63
Grand Totals	99.80		



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

Agenda Staff Report

Agenda Item No.: Business Item 7A
 Subject: Adoption of an Ordinance Adopting
the 2023 – 2024 Biennial Budget

Meeting Date: November 22, 2022
 Prepared by: Noah Crocker
Finance Director
 Atty Routing No: 366922-0008 – Finance
 Atty Review Date: 11-17-2022

Summary: The Mayor of Port Orchard, in conjunction with Staff, prepared and placed on file with the City Clerk a proposed budget and estimate of the amount of the monies required to meet the public expense, bond retirement and interest, reserve funds, and expenses of the government of the City for the biennial period ending December 31, 2024. As required, the City Council held public hearings on the preliminary budget and on revenue sources for the coming year’s budget, including consideration of possible increases in property tax revenue.

The Finance Committee and Council members met (in publicly noticed meetings open to the public) to study the proposed budget, and held budget interviews with the Mayor and department heads. Input was sought from the full Council on the proposed budget during multiple meetings, including on October 18, 2022, with further discussion and consideration on November 8, 2022, and November 15, 2022. Public hearings, duly noticed, seeking public input on the proposed budget were held on October 25, 2022, and November 22, 2022.

The 2023 – 2024 Biennial Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Port Orchard for the purposed described in the 2023 – 2024 Biennial Budget, and the estimated expenditures in each fund are all necessary to carry on the government of the City for the biennial period 2023 – 2024.

The 2023 – 2024 Biennial Budget reflects department head requests, Mayor’s priorities, the input of citizen comment, Finance Committee and City Council input and modifications.

Recommendation: The Council Finance Committee recommends approval of an Ordinance adopting the 2023 – 2024 Biennial Budget for the City of Port Orchard for the year 2023 and 2024. Copies are on file with the City Clerk.

Motion for consideration: “I move to approve Ordinance No. 00X-22, adopting the 2023 – 2024 Biennial Budget and 2023 Salary Schedule.”

Fiscal Impact: Allows expenditures for the biennial period ending December 31, 2024.

Alternatives: Adoption of the 2023 – 2022 Biennial Budget must take place prior to the beginning of the ensuing fiscal period.

Attachments: 2023 – 2024 Biennial Budget Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,
ADOPTING THE 2023-2024 BIENNIAL BUDGET AND SALARY
SCHEDULE; PROVIDING FOR SEVERABILITY AND PUBLICATION;
AND SETTING AN EFFECTIVE DATE.**

WHEREAS, Washington state law requires the City to adopt a budget and provides procedures for the filing of the budget, deliberations, public hearings and final adoption of the budget; and

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WHEREAS, the Personnel List of represented employees were adjusted per the terms of the various applicable contracts; now, therefore;

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

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Grand Total		\$ 189,394,400	\$ 189,394,400

SECTION 2. Salary Schedule. The 2023 Salary Schedule for authorized positions is attached as Attachment A and hereby adopted.

SECTION 3. Transmittal. The City Clerk shall transmit a complete, certified copy of the final budget as adopted to the state auditor and to the Association of Washington Cities per RCW 35.34.120.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance

should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

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 22nd day of November 2022.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:

Personnel Position Listing			
Elected Officials	Positions	Wages	
Mayor	1	Annual	119,145.59
Council	7	Monthly	1,000
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
City Clerk	1	48.87	56.66
Police Chief	1	72.73	84.33
Community Development Director	1	67.79	78.61
Finance Director	1	67.79	78.61
Human Resources Director	1	50.77	58.88
Public Works Director	1	64.39	74.68
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	32.95	38.19
Human Resources Specialist	1	31.40	36.41
Office Assistant II	0	26.70	30.97
Total Administration	2.00		
Deputy Finance Director	1	50.77	58.88
Accounting Assistant I	1	25.54	29.64
Accounting Assistant II	4	29.72	34.46
Accounting Assistant III	2	34.65	40.20
Accounting Assistant III / IT Specialist	1	35.90	41.62
Information Technology Manager	1	55.71	64.60
IT Support Specialist	1	35.68	41.37
Total Finance/IT	11.00		
Deputy Director Community Development	1	55.71	64.60
Permit Center Manager	1	38.15	44.24
Permit Tech	1	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.50	25.54	29.64
Senior Planner	2	43.31	50.22
Plans Examiner/Building Inspector II	1	40.88	47.41
Associate Planner	1	39.24	45.51
Assistant Planner	1	31.40	36.41
Building Official	0	46.65	54.10
Building Inspector I	1	36.85	42.73
Code Enforcement Officer	2	35.90	41.62
Parking Enforcement Officer (2 PT)	1	28.35	32.88
Total Community Development	14.50		
Municipal Court Judge	0.6	Annual	118,634.88
Municipal Court Administrator	1	50.77	58.88
Lead Clerk	1	30.64	36.62
Court Clerk	2	25.89	30.91
Total Judicial	4.60		
Deputy Police Chief	1	63.37	73.51
Police Services Coordinator	1	34.47	41.17
Records Evidence Specialist	3.7	25.77	30.76
Sergeant	5	51.65	57.19
Patrol Officer	18	34.65	47.58
Patrol Officer	0	34.65	47.58
Total Police Department	28.70		

Personnel Position Listing			
City Engineer	1	63.40	73.51
Assistant City Engineer	1	55.71	64.60
Operations Manager	1	48.87	56.66
Utility Manager	1	48.87	56.66
Utilities Compliance Specialist	1	35.90	41.62
Civil Engineer I	1	39.24	45.51
Civil Engineer II	1	46.65	54.10
Stormwater Program Manager	1	40.88	47.41
GIS Specialist/Development Review Assistant	1	40.88	47.41
Public Works Procurement Specialist	1	38.15	44.24
Project Coordinator/Inspector	1	39.24	45.51
Office Assistant II	1	26.70	30.97
Public Works Foreman	1	38.38	45.82
Mechanic	2	31.98	38.19
Electrician	1	33.92	40.51
Public Works Personnel	12	31.01	37.03
WA/SW/Storm Coordinators	3	33.33	39.79
Public Works Laborer	2	23.10	27.59
Total Public Works	33.00		
		Minimum	Maximum
Seasonal Public Works	Hourly	16.22	21.63
Intern	Hourly	16.22	21.63
Temporary Employee	Hourly	16.22	21.63
Grand Totals	99.80		



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
Adoption of an Ordinance Authorizing
the Positions of Deputy Finance
Director, Human Resources Director,
and Permit Center Assistant and
Establishing General Duties and
Qualifications

Meeting Date: November 22, 2022
Prepared by: Debbie Lund
HR Manager
Atty Routing No.: 366922-0008 – HR
Atty Review Date: 11/14/2022

Summary: As part of the 2023-2024 budget process, departments were able to make personnel requests for revisions to existing positions as well as requests for new positions. During the budget process the Finance Department requested the reclassification of the position of Assistant Finance Director to Deputy Finance Director, and Human Resources requested the reclassification of the position of Human Resources Manager to Human Resources Director. These are title changes only, with no proposed change in compensation.

Additionally, the Community Development Department requested that their current temporary part-time position become a regular part-time position entitled Permit Center Assistant. This will allow the work currently being performed on a temporary basis by a part-time employee to be ongoing for the department.

By this Ordinance the Council would evidence support for these changes and establish the general duties and responsibilities for the positions of Deputy Finance Director, Human Resources Director, and Permit Center Assistant.

The City Council previously adopted Ordinance 008-20, which delegates authority to the Mayor to establish and amend job descriptions, provided they are consistent with the general qualifications and duties assigned by the Council. Therefore, attached to this proposed Ordinance for Council’s consideration is a summary of qualifications and duties for the three proposed positions and the Mayor will establish job descriptions consistent with these general duties and responsibilities.

Recommendation: Staff recommends approval of the attached summary for the positions of Deputy Finance Director, Human Resources Director, and Permit Center Assistant.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an ordinance establishing the positions of Deputy Finance Director, Human Resources Director and Permit Center Assistant and establishing general qualifications and duties for these positions.”

Fiscal Impact: Included in the 2023-2024 budget.

Alternatives: Do not approve the position summary and provide alternative guidance.

Attachments: Ordinance and Appendix A, position summaries for Deputy Finance Director, Human Resources Director and Permit Center Assistant.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, TO ESTABLISH GENERAL QUALIFICATIONS AND DUTIES OF THE POSITIONS OF DEPUTY FINANCE DIRECTOR, HUMAN RESOURCES DIRECTOR AND PERMIT CENTER ASSISTANT; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has determined that a more appropriate title is needed for the current Assistant Finance Director and Human Resources Manager; and

WHEREAS, the proposed 2023-2024 budget contains the proposed new titles for these two positions; and

WHEREAS, the proposed 2023-2024 budget also contains the addition of the newly created position of Permit Center Assistant; and

WHEREAS, Ordinance 008-20 delegates authority to the Mayor to establish and amend job descriptions, provided they are consistent with the general qualification and duties assigned by the council; and

WHEREAS, a statement of the general qualifications and duties of these three positions is attached hereto as Appendix A, and incorporated herein by reference; and

WHEREAS, the rate of pay for these new positions, if approved, is set through the 2023-2024 budget adoption process; Now, therefore,

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

SECTION 1. The City Council hereby authorizes the creation of the position of Deputy Finance Director with qualifications and general duties as generally provided for in Appendix A.

SECTION 2. The City Council hereby authorizes the creation of the position of Human Resources Director with qualifications and general duties as generally provided for in Appendix A.

SECTION 3. The City Council hereby authorizes the creation of the position of Permit Center Assistant with qualifications and general duties as generally provided for in Appendix A.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other

section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication as provided by law..

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 22nd day of November 2022.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Proposed New Positions

Position	Deputy Finance Director
Department	Finance
Major Job Function and Purpose	
<p>In the absence of the Finance Director the Deputy Finance Director acts in the capacity of the Finance Director. As the finance department's chief accountant, the incumbent supervises the work of support staff positions charged with utility billing, payroll, accounts payable and receivable, capital assets, budget, and liabilities. The Deputy Finance Director prepares journal entries and balances general ledger accounts. This position prepares the Annual Financial Report and accompanying financial statements. Works closely with the Finance Director to promote the overall efficiency of the office and provides finance and accounting support to city departments. The Deputy Finance Director is designated as the Auditing Officer of the City as outlined in the Port Orchard Municipal Code and required by RCW 42.24.</p>	
General Function	
<p>The Deputy Finance Director performs the necessary functions required for accurate and timely completion of accounting tasks. Under occasional supervision, the employee has discretion in the daily operation of the Finance Department, establishes and recommends internal controls for the City, and collaborates with various city departments as needed to report and discuss progress of special assignments. The Deputy Finance Director is accountable to the Finance Director for the day-to-day operation of the Finance Department</p>	
Minimum Qualifications Include*	
<p>Associate's degree in accounting with 3 years' experience or an Associate of Arts degree or higher in a related field with 5 years' experience in a government finance or accounting position is required. Work experience with a non-profit will be considered. Experience with desktop applications and financial processing data system is required. Experience in governmental accounting with state and/or local government, and experience working with the state's Budget, Accounting, and Reporting System (BARS), is desirable. Experience supervising and coordinating a work group is preferred. Must be willing to allow a criminal background check, and personal credit report history, Must be bondable.</p>	

Ordinance 008-20 delegates authority to the Mayor to establish and amend job description as needed provided they are consistent with general qualifications and duties assigned by the City Council at the time the position is created by Council.

Position	Human Resources Director
Department	Human Resources
Major Job Function and Purpose	
Performs a variety of managerial and professional work in planning, directing, organizing, and coordinating the Human Resources programs and functions. Provides leadership and management in developing, implementing, administering, and evaluating a comprehensive Human Resources program based on the City's present and future needs and goals. May serve as chief negotiator for labor contracts.	
General Function	
Working under broad policy guidance set by the Mayor and City Council, performs a variety of complex administrative, technical, and professional work administering all Human Resources functions including labor relations, recruitment and selection, classification and compensation plans, civil service, benefits plan administration, employee relations and development, policies, performance management, regulatory compliance and organizational development. Serves as Secretary and Chief Examiner to the Civil Service Commission after confirmation by the Commission and serves as the Americans with Disabilities (ADA) Coordinator.	
Minimum Qualifications Include*	
Bachelor's degree from an accredited college or university in Human Resources, Public or Business Administration, or a closely related field; eight 8 years of experience in Human Resources administration, preferably in county, state or local government; and demonstrated supervisory skills are required.	
Preferred qualifications include two (2) years of supervisory experience; certification as Professional in Human Resources (PHR) or Senior Professional in Human Resources (SPHR) from the Human Resources Institute (HRCI) or SHRM Certified Professional (SHRM-CP) or Senior Certified Professional (SHRM-SCP) from the Society of Human Resources Management (SHRM).	

Position	Permit Center Assistant
Department	Community Development
Major Job Function and Purpose	
The Permit Center Assistant performs skilled clerical, administrative and reception duties to assist the Community Development Permit Center. The role primarily focuses on addressing, filing of addressing and other records, records management for retention and disposition, data entry, fee verification, and organizing files according to established protocols.	
General Function	
The Permit Center Assistant is expected to accurately perform a variety of complex clerical, administrative, and reception duties with a working knowledge of codes, regulations, policies, and procedures pertaining to the Department.	
Minimum Qualifications Include*	
High school diploma, one (1) year office experience, and a valid WA state driver's license are required.	
Preferred qualifications include experience with SmartGov or a permitting database program and State Records Management schedules in a local government land use regulatory or permitting office or equivalent.	

* All position descriptions allow the hiring manager to consider any combination of experience and training that provides the desired skills, knowledge and abilities.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Adoption of an Ordinance</u>	Prepared by:	<u>Noah D. Crocker</u>
	<u>Amending the 2021-2022</u>		<u>Finance Director</u>
	<u>Biennial Budget</u>	Atty Routing No:	<u>366922-0007 – Finance</u>
		Atty Review Date:	<u>11/17/2022</u>

Summary: The City Budget is written to capture revenue and expenses over the fiscal period. During the biennial period, changes to the budget in both revenue and expenditures need to be recognized by a Budget Amendment.

By this Ordinance, the City Council would amend the 2021 – 2022 Biennial Budget, as adopted by Ordinance No. 035-20 and amended by Ordinance No.015-21, 032-21, 050-21, 056-21, 065-21, 007-22, 011-22, 025-22, 028-22,030-22 and Ordinance No. 041-22.

The proposed budget amendment is intended to provide the following:

1) Fund 001: Current Expense

- a. Increase transfers out to Fund 302 Capital Construction by \$500,000 for Property Purchases
- b. Increase transfers out to Fund 304 Street Capital Construction by \$100,000 for Property Purchases
- c. Reduce ending fund balance by \$600,000

2) Fund 109: Real Estate Excise Tax

- a. Increase REET 1 revenue by \$250,000 for FY 2021 and \$554,000 for FY 2022 for a total revenue increase of \$804,000
- b. Increase REET 2 revenue by \$250,000 for FY 2021 and \$554,000 for FY 2022 for a total revenue increase of \$804,000
- c. Increase REET 1 transfers out to Fund 304 by \$816,000 for TIP 1.1 Bay Street Pedestrian Pathway ROW Purchases
- d. Increase REET 2 transfers out to Fund 304 by \$400,000 for TIP 1.2 Bay Street Pedestrian Pathway Design
- e. Reduce REET 1 ending fund balance by \$12,000
- f. Increase REET 2 ending fund balance by \$404,000

3) Fund 302: Capital Construction

- a. Increase transfers in by \$500,000 purchase of park and storm drainage property
- b. Increase expenditure authority by \$500,000 for Property Purchases

4) Fund 304: Street Capital Construction

- a. Increase transfers in from fund 001 by \$100,000 for TIP 1.1 property purchases
- b. Increase transfers in from fund 109 by \$816,000 for TIP 1.1 property purchases
- c. Increase transfers in from fund 109 by \$400,000 for TIP 1.2 Design
- d. Increase expenditure authority by \$1,316,000 for TIP 1.1 and TIP 1.2

5) Fund 411: Water Utility Operating

- a. Increase expenses for Salaries, On-call contracts, State Utility Tax and Meter purchases by \$526,000
- b. Reduce ending fund balance by \$526,000

6) Fund 413: Water Capital

- a. Increase transfers out to Fund 414 for debt services payments in the amount of \$100,000
- b. Reduce ending fund balance by \$100,000

7) Fund 414: Water Debt Service

- a. Increase transfers in from fund 413 for debt payments by \$100,000
- b. Increase expenses for debt service by \$100,000

8) Fund 421: Storm Drainage Operating

- a. Increase grant revenue by \$110,000 for Downtown Storm Plan
- b. Increase residential revenue by \$115,000
- c. Increase commercial revenue by \$40,000
- d. Increase decant fee revenue by \$41,000
- e. Increase expenses by \$306,000 for Downtown Storm Plan, legal services, operational fees and other services
- f. Increase transfers out to Fund 423 by \$500,000 for property purchases
- g. Reduce ending fund balance by \$500,000

9) Fund 423: Storm Drainage Capital Facility

- a. Increase transfers in by \$500,000 from Fund 421 for property purchases
- b. Increase expenditures by \$500,000 for property purchases

Recommendation: The Finance Director recommends adoption of an ordinance amending the 2021–2022 Biennial Budget.

Relationship to Comprehensive Plan: TIP 1.1, TIP 1.2

Motion for consideration: I move to adopt an ordinance amending the 2021-2022 Biennial Budget, as adopted by Ordinance No. 035-20 and as previously amended.

Fiscal Impact: See Table

Alternatives: Do not authorize and provide alternative guidance

Attachments: Ordinance and Exhibit A

Governmental Funds (Operating, Stabilization, Special, Debt Service)

Fund: 001 - Current Expense	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 6,952,862	\$ -	\$ 6,952,862
Revenue	\$ 30,061,878	\$ -	\$ 30,061,878
Expense	\$ 34,938,914	\$ 600,000	\$ 35,538,914
Ending Fund Balance	\$ 2,075,826	\$ (600,000)	\$ 1,475,826
Fund: 109 - Real Estate Excise Tax	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 3,266,592	\$ -	\$ 3,266,592
Revenue	\$ 2,927,400	\$ 1,608,000	\$ 4,535,400
Expense	\$ 4,052,200	\$ 1,216,000	\$ 5,268,200
Ending Fund Balance	\$ 2,141,792	\$ 392,000	\$ 2,533,792

Governmental Capital Construction

Fund: 302 - Capital Construction	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 238,707	\$ -	\$ 238,707
Revenue	\$ 6,063,000	\$ 500,000	\$ 6,563,000
Expense	\$ 6,078,000	\$ 500,000	\$ 6,578,000
Ending Fund Balance	\$ 223,707	\$ -	\$ 223,707
Fund: 304 - Street Capital Construction	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 1,732,515	\$ -	\$ 1,732,515
Revenue	\$ 8,615,683	\$ 1,316,000	\$ 9,931,683
Expense	\$ 9,369,750	\$ 1,316,000	\$ 10,685,750
Ending Fund Balance	\$ 978,448	\$ -	\$ 978,448

Enterprise Funds (Operating, Stabilization, Debt Service, Capital)

Fund: 411 - Water Utility	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 3,004,763	\$ -	\$ 3,004,763
Revenue	\$ 6,689,300	\$ -	\$ 6,689,300
Expense	\$ 7,420,827	\$ 526,000	\$ 7,946,827
Ending Fund Balance	\$ 2,273,236	\$ (526,000)	\$ 1,747,236
Fund: 413 - Water Capital	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 1,382,354	\$ -	\$ 1,382,354
Revenue	\$ 5,352,400	\$ -	\$ 5,352,400
Expense	\$ 4,432,400	\$ 100,000	\$ 4,532,400
Ending Fund Balance	\$ 2,302,354	\$ (100,000)	\$ 2,202,354
Fund: 414 - Water Debt	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenue	\$ 1,090,250	\$ 100,000	\$ 1,190,250
Expense	\$ 1,090,250	\$ 100,000	\$ 1,190,250
Ending Fund Balance	\$ -	\$ -	\$ -
Fund: 421 - Storm Drainage Utility	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 2,033,020	\$ -	\$ 2,033,020
Revenue	\$ 3,319,100	\$ 306,000	\$ 3,625,100
Expense	\$ 4,102,988	\$ 806,000	\$ 4,908,988
Ending Fund Balance	\$ 1,249,132	\$ (500,000)	\$ 749,132
Fund: 423 - Storm Drainage Capital Facility	2021-2022 Current (Amended Biennial Budget No. 041.22)	2021-2022 Budget Amendment	2021-2022 Amended Biennial Budget No. XXX- 2022
Beginning Fund Balance	\$ 99,113	\$ -	\$ 99,113
Revenue	\$ -	\$ 500,000	\$ 500,000
Expense	\$ 5,200	\$ 500,000	\$ 505,200
Ending Fund Balance	\$ 93,913	\$ -	\$ 93,913

ORDINANCE No. _____-22

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING THE 2021–2022 BIENNIAL BUDGET AS ADOPTED BY ORDINANCE NO. 035-20, AND AMENDED BY ORDINANCE NOS. 015-21, 032-21, 050-21, 056-21, 065-21, 007-22, 011-22, 025-22, 028-22, 030-22 and 041-22 TO RECOGNIZE EXPENDITURES AND REVENUES NOT ANTICIPATED AT THE TIME OF THE ADOPTION OF THE 2021–2022 BIENNIAL BUDGET; PROVIDING FOR TRANSMITTAL TO STATE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard adopted its 2021 – 2022 Biennial Budget via Ordinance No. 035-20, which was previously amended by Ordinance Nos. 015-21, 032-21, 050-21, 056-21, 065-21, 007-22, 011-22, 025-22, 028-22, 030-22, 041-22; and

WHEREAS, the City desires to keep current on budget amendments; and

WHEREAS, it is necessary to consider adjustments to accounts and/or funds by means of appropriation adjustments that could not have been anticipated at the time of passage of the 2021 – 2022 Biennial Budget; and

WHEREAS, by this Ordinance the City Council amends the 2021-2022 Biennial Budget to accommodate necessary adjustments as set forth herein; and

WHEREAS, the City will increase transfers out from Fund 001 to Fund 302 by \$500,000 for a purchase of a park and storm drainage property; and

WHEREAS, the City will increase transfers out from Fund 001 to Fund 304 by \$100,000 for a TIP 1.1 Bay Street Pathway Project; and

WHEREAS, the City will reduce budgeted ending fund balance from Fund 001 by \$600,000 for a property purchase and TIP 1.1 Bay Street Pathway Project; and

WHEREAS, the City will increase transfers in for Fund 302 from Fund 001 by \$500,000 for the purchase of Park and Storm Drainage Property; and

WHEREAS, the City will increase expenditure authority in Fund 302 by \$500,000 for the purchase of Park and Storm Drainage Property; and

WHEREAS, the City will increase revenue for Fund 109 by \$1,608,000 for REET 1 & REET 2; and

WHEREAS, the City will increase transfers out from Fund 109 to Fund 304 by \$816,000 for TIP 1.1 Bay Street Pedestrian Pathway ROW Purchases; and

WHEREAS, the City will increase transfers out from Fund 109 to Fund 304 by \$400,000 for TIP 1.2 Bay Street Pedestrian Pathway Design; and

WHEREAS, the City will increase ending fund balance for Fund 109 by \$392,000; and

WHEREAS, the City will increase transfers in for Fund 304 from Fund 001 in the amount of \$100,000 for TIP 1.1 Bay Street Pedestrian Pathway; and

WHEREAS, the City will increase transfers in for Fund 304 from Fund 109 by \$816,000 for TIP 1.1 Bay Street Pedestrian Pathway ROW Purchases and \$400,000 for TIP 1.2 Bay Street Pedestrian Pathway Design; and

WHEREAS, the City will increase expenditure authority in Fund 304 by a total of \$1,316,000 for TIP 1.1 Bay Street Pedestrian Pathway ROW Purchases at \$916,000 and TIP 1.2 Bay Street Pedestrian Pathway Design at \$400,000; and

WHEREAS, the City will increase expenditure authority in Fund 411 by \$526,000 for operations including salaries, contracted services, supply purchases and utility taxes and reduce ending fund balance by \$526,000; and

WHEREAS, the City will increase transfers out from Fund 413 to Fund 414 by \$100,000 and reduce ending fund balance by \$100,000; and

WHEREAS, the City will increase transfers in for Fund 414 from Fund 413 by \$100,000 and increase expenditure authority in Fund 414 by \$100,000; and

WHEREAS, the City will increase revenues for Fund 421 to recognize grant proceeds as well as additional residential, commercial and decant fee revenues exceeding budget by \$306,000; and

WHEREAS, the City will increase expenditure authority by \$806,000 for transfers out from Fund 421 to Fund 423 in the amount \$500,000 for Storm Drainage Property Purchases and \$306,000 for operations and Downtown Storm plan expenditures; and

WHEREAS, the City will reduce Fund 421 ending Fund balance by \$500,000 for Storm Drainage Property Purchases; and

WHEREAS, the City will increase transfers in for Fund 423 from Fund 421 by \$500,000 for Storm Drainage Property Purchases; and

WHEREAS, the City will increase expenditure authority in Fund 423 by \$500,000 for Storm Drainage Property Purchases; and

WHEREAS, the City Council has considered the proposed budget amendments and finds that amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public's health, safety and welfare; NOW, THEREFORE,

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

SECTION 1. The 2021-2022 Biennial Budget and enabling Ordinance No.035-20 at Section 1, as amended by Ordinances Nos. 15-21, 032-21, 050-21,056-21, 065-21, 007-22, 011-22, 025-22, 028-22, 030-22 and 041-22, is hereby amended to reflect the following:

2021-2022 Biennial Budget

Fund No.	Fund Name	Type	Ordinance-041-22	Adjustment	Ordinance-XXX-22
001	Current Expense Fund	Revenue	\$ 37,014,740	\$ -	\$ 37,014,740
		Expense	\$ 37,014,740	\$ -	\$ 37,014,740
002	City Street	Revenue	\$ 7,356,591	\$ -	\$ 7,356,591
		Expense	\$ 7,356,591	\$ -	\$ 7,356,591
003	Stabilization	Revenue	\$ 2,693,687	\$ -	\$ 2,693,687
		Expense	\$ 2,693,687	\$ -	\$ 2,693,687
103	Criminal Justice	Revenue	\$ 869,508	\$ -	\$ 869,508
		Expense	\$ 869,508	\$ -	\$ 869,508
104	Special Investigative Unit	Revenue	\$ 105,797	\$ -	\$ 105,797
		Expense	\$ 105,797	\$ -	\$ 105,797
107	Community Events	Revenue	\$ 412,002	\$ -	\$ 412,002
		Expense	\$ 412,002	\$ -	\$ 412,002
108	Paths & Trails	Revenue	\$ 13,096	\$ -	\$ 13,096
		Expense	\$ 13,096	\$ -	\$ 13,096
109	Real Estate Excise Tax	Revenue	\$ 6,193,992	\$ 1,608,000	\$ 7,801,992
		Expense	\$ 6,193,992	\$ 1,608,000	\$ 7,801,992
111	Impact Fee	Revenue	\$ 5,006,467	\$ -	\$ 5,006,467
		Expense	\$ 5,006,467	\$ -	\$ 5,006,467
206	Bond Redemption Fund	Revenue	\$ 598,200	\$ -	\$ 598,200
		Expense	\$ 598,200	\$ -	\$ 598,200
302	Capital Construction	Revenue	\$ 6,301,707	\$ 500,000	\$ 6,801,707
		Expense	\$ 6,301,707	\$ 500,000	\$ 6,801,707
304	Street Capital Projects	Revenue	\$ 10,348,198	\$ 1,316,000	\$ 11,664,198
		Expense	\$ 10,348,198	\$ 1,316,000	\$ 11,664,198
411	Water - Operations	Revenue	\$ 9,694,063	\$ -	\$ 9,694,063
		Expense	\$ 9,694,063	\$ -	\$ 9,694,063
412	Water - Stabilization	Revenue	\$ 950,216	\$ -	\$ 950,216
		Expense	\$ 950,216	\$ -	\$ 950,216
413	Water - Capital Projects	Revenue	\$ 6,734,754	\$ -	\$ 6,734,754
		Expense	\$ 6,734,754	\$ -	\$ 6,734,754
414	Water - Debt Service	Revenue	\$ 1,090,250	\$ 100,000	\$ 1,190,250
		Expense	\$ 1,090,250	\$ 100,000	\$ 1,190,250
421	Storm Drainage -Operations	Revenue	\$ 5,352,120	\$ 306,000	\$ 5,658,120
		Expense	\$ 5,352,120	\$ 306,000	\$ 5,658,120
422	Storm Drainage -Stabilization	Revenue	\$ 533,931	\$ -	\$ 533,931
		Expense	\$ 533,931	\$ -	\$ 533,931
423	Storm Drainage -Capital Projects	Revenue	\$ 99,113	\$ 500,000	\$ 599,113
		Expense	\$ 99,113	\$ 500,000	\$ 599,113
424	Storm Drainage -Debt Service	Revenue	\$ 355,300	\$ -	\$ 355,300
		Expense	\$ 355,300	\$ -	\$ 355,300
431	Sewer - Operations	Revenue	\$ 13,711,301	\$ -	\$ 13,711,301
		Expense	\$ 13,711,301	\$ -	\$ 13,711,301
432	Sewer - Stabilization	Revenue	\$ 1,422,016	\$ -	\$ 1,422,016
		Expense	\$ 1,422,016	\$ -	\$ 1,422,016
433	Sewer - Capital Projects	Revenue	\$ 23,387,228	\$ -	\$ 23,387,228
		Expense	\$ 23,387,228	\$ -	\$ 23,387,228
434	Sewer - Debt Service	Revenue	\$ 550,000	\$ -	\$ 550,000
		Expense	\$ 550,000	\$ -	\$ 550,000
500	ER&R	Revenue	\$ 5,271,030	\$ -	\$ 5,271,030
		Expense	\$ 5,271,030	\$ -	\$ 5,271,030
632	Wastewater Treatment Facility	Revenue	\$ 7,931,914	\$ -	\$ 7,931,914
		Expense	\$ 7,931,914	\$ -	\$ 7,931,914
Grand Total		Revenue	\$ 153,997,221	\$ 4,330,000	\$ 158,327,221
Grand Total		Expense	\$ 153,997,221	\$ 4,330,000	\$ 158,327,221

SECTION 2. Transmittal. The City Clerk shall transmit a complete, certified copy of the amended budget as adopted to the state auditor and to the Association of Washington Cities per RCW 35.34.130.

SECTION 3. Severability. 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 4. 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 5. This Ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 22nd day of November 2022.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Approval of a Contract with Gordon Thomas Honeywell - Governmental Affairs for Lobbying Services</u>	Prepared by:	<u>Brandy Wallace, MMC City Clerk</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: For several years, the City has contracted with Gordon Thomas Honeywell- Governmental Affairs (GTH-GA) to provide lobbying services for the City. Notable successes have included monies appropriated for the DeKalb pier project and for the Bay Street Pedestrian Pathway. GTH-GA also provides regular updates to the Council and City staff regarding legislative issues. The current contract expires on December 31, 2022.

GTH-GA is willing to continue to provide legislative support. The agreement is for a two-year term. The key terms are the same as the current contract, except the cost has increased in the first year to a monthly fee of \$4,121 and the second year at a monthly fee of \$4,245; not including travel expenses of up to \$2,500 annually including sales tax.

Recommendation: Staff recommends approval of the contract as presented.

Relationship to Comprehensive Plan: N/A.

Motion for consideration: “I move to approve the contract and authorize the Mayor to execute an agreement for lobbying services with Gordon Thomas Honeywell-Governmental Affairs for the period of January 1, 2023 through December 31, 2024 as presented.

Fiscal Impact: The contract amounts were anticipated and have been incorporated into the 2023/2024 Biennial budget.

Alternatives: Not approve and provide direction to the Mayor.

Attachments: Contract with Exhibits.

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 22nd day of November 2022, 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 Gordon Thomas Honeywell Governmental Affairs a Limited Liability Company (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Gordon Thomas Honeywell Governmental Affairs (hereinafter the “CONSULTANT”)
1201 Pacific Ave, Suite 2100/PO Box 1677
Tacoma, WA 98401
Contact: Josh Weiss Phone: (253) 620-6500 Fax: (253) 620-6565

for professional services in connection with the following Project:

The City’s Legislative Agenda

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A" and City Council’s Legislative Agenda attached as Exhibit “B”. 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. Terms. This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2024, unless extended or terminated in writing as provided herein.

3. Compensation.

TIME AND MATERIALS NOT TO EXCEED. For the months between January 1, 2023 and December 31, 2023, the City of Port Orchard shall pay Consultant a monthly fee of \$4,121,

City of Port Orchard
Gordon Thomas Honeywell-GA
Professional Service Agreement Contract No. _____

including sales tax for the services listed above. For the months between January 1, 2024 and December 31, 2024, the City of Port Orchard shall pay Consultant a monthly fee of \$4,245, including sales tax for the services listed above. Consultant may invoice for communication and travel expenses, not to exceed \$2,500 per year, including sales tax, for the term of the contract.

4. Payment.

A. 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 sixty (60) 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. 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, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

A. 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 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 terms 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.

City of Port Orchard
Gordon Thomas Honeywell-GA
Professional Service Agreement Contract No. _____

C. Consultant shall obtain a City of Port Orchard business license prior to receipt of 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 City, in whole or in part, and may result in ineligibility for further work for City.

6. 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.

7. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

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 Consultant pursuant to this Agreement shall be submitted to City, and 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. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing

the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to 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.

8. Standard of Care. 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 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.

9. 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 City, shall be forwarded to City at its request and may be used by 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 Consultant pursuant to this Agreement shall be submitted to City.

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 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.

10. 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 or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

11. 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection

or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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.

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. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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.

City of Port Orchard
Gordon Thomas Honeywell-GA
Professional Service Agreement Contract No. _____

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.+
4. 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.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provide 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

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.

13. Assigning or Subcontracting. 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.

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

City of Port Orchard
 Gordon Thomas Honeywell-GA
 Professional Service Agreement Contract No. _____

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: (360) 876-4407
Fax: (360) 895-9029

Gordon Thomas Honeywell Gov. Affairs
Attn: Josh Weiss
1201 Pacific Avenue, Suite 2100
Tacoma, WA 98401

Phone: (253) 620-6500
Fax: (253) 620-6565

15. 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 attorney's fees from the other party.

16. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits

City of Port Orchard
Gordon Thomas Honeywell-GA
Professional Service Agreement Contract No. _____

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

Gordon Thomas Honeywell Governmental
Affairs

By: _____
Robert Putaansuu
Mayor

By: _____
Josh Weiss
State Lobbyist, Partner

Date: _____

Date: _____

Attest:

By: _____
Brandy Wallace, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Charlotte Archer
City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall provide the City of Port Orchard with the following governmental affairs services:

- Provide the City with a weekly legislative report during the legislative session that includes weekly hearing schedules, a summary of bills important to the City, and bill tracking. Identify legislation that would impact the City of Port Orchard specifically.
- Attend all relevant legislative hearings.
- Work with the city to develop a holistic legislative agenda.
- Meet with legislators year round to promote city legislative agenda items.
- Develop and lobby for Transportation and Capital Budget funding requests identified by the Council.
- Lobby the Legislature on all issues developed under the legislative program.
- Lobby defensively on legislation that is introduced that would negatively impact the City.
- GTH-GA will register as the City's lobbyist with the Public Disclosure Commission.

Consultant's services will not include the provision legal services and the protections of the attorney-client relationship will not exist between Consultant and the City of Port Orchard, provided Consultant may be brought within the scope of the attorney-client privilege between the City and the City Attorney when deemed necessary by the City.

EXHIBIT B

2023 Legislative Priorities

Address Local Transportation Needs

Though the Legislature made significant investments in the Move Ahead Washington package, much of this funding did not address ongoing transportation needs for local governments, including maintenance and preservation, fish passage, and projects improving highway safety and congestion relief. Sedgwick Road (State Route 160) and State Route 16, traverse the City and serve as both regional and local thoroughfares. To mitigate congestion along these state routes the City proposes two compact roundabouts at the SR-16 and SR-160 interchanges. Prior to current inflation rates, the project was estimated to cost \$6 million. Until state transportation resources at this level are available, the City proposes the modification of the existing traffic signals at these State owned intersections and an existing City signal to coordinate the timing of all the signals which will provide short-term relief. This option requires a \$250,000 state investment.

Foster Pilot Program

The City of Port Orchard was chosen by the state for a water resource mitigation pilot project to address municipal water supply challenges after the Foster decision. The Foster legislative task force has been directed to review the results of these pilot projects and provide legislative recommendations responding to these challenges by the 2023 legislative session. As the state considers task force recommendations, the City asks the state to consider the City's significant investment (over \$1 million) in the pilot project which to-date has not resulted in Ecology-approved water supply. The Legislature must adopt solutions providing municipalities a path to sustainable water permitting and usage, as required to accommodate growth under the Growth Management Act, and if necessary provide a pathway for approval of the City's mitigated water supply project.

Vehicular Pursuits

The City supports tools, training, and resources to enhance community safety, including adopting legislation clarifying that officers may engage in vehicular pursuits under certain circumstances using a reasonable suspicion standard.

Port Orchard Community Events Center Plaza Design

The City received \$1.2 million in the 2021 capital budget to begin work on the Port Orchard Community Events Center. With this state investment and local match, the City has made significant headway on the project, which is now into the design phase. In addition to indoor events center space, this master-planned project will feature a flexible community plaza allowing for outdoor concerts, events, and other community gatherings centered around a revitalized waterfront. Completion of designs will allow the City to better assess the total cost of the project and the impact of inflation on construction costs. In future sessions, the City is likely to request additional state investments in this transformative project.

Public Records Reform

Cities lack the staffing and resources to respond to public records requests aimed at bringing municipalities into suit. The City supports legislation reforming the Public Records Act to prevent serial/vexatious litigants.

Defend Against Housing Mandates and Defend Local Control

The City respectfully asks the Legislature to adopt housing solutions that incentivize investment in housing stock while retaining communities’ statutory authority over land use decisions.

Homelessness, Substance Use Disorder, Mental Health

We support additional State funding for housing, substance abuse, and mental health treatment so that local governments can address the needs of the homeless in our communities.

The City of Port Orchard supports the Association of Washington Cities’ legislative agenda.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Adoption of a Resolution Adopting the</u> <u>2023 Legislative Agenda</u>	Prepared by:	<u>Brandy Wallace, MMC</u> <u>City Clerk</u>
		Atty Routing No:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: In order to lay a foundation for success for legislative action and/or funding, it is crucial that the City adopt a legislative agenda with ample time for the Mayor, Councilmembers, and GTH-GA lobbyists to communicate with the City legislative delegation prior to the start of the session.

On June 14, 2022, Josh Weiss and Annika Vaughn, with Gordon Thomas Honeywell-Governmental Affairs, the City’s Lobbyists, provided a presentation on the 2022 Legislative Session, as well as a few potential legislative priorities. Discussion was held regarding Sedgwick roundabouts, Port Orchard Community Events Center Plaza Design Funding, Foster Pilot Program, Public Records Reform, Homelessness, and Defend Against Housing Mandates and Defend Local Control. Therefore, the 2023 Legislative Agenda as been prepared and ready for consideration.

Recommendation: Staff recommends adoption of a Resolution, adopting the 2023 Legislative Agenda, as presented.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: I move to adopt a Resolution, thereby approving the 2023 Legislative Agenda, as presented.

Fiscal Impact: N/A

Alternatives: Do not adopt Resolution or modify.

Attachments: Resolution and Legislative Priorities.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING
THE 2023 LEGISLATIVE AGENDA.**

WHEREAS, since 2011, the City has hired Gordon Thomas Honeywell Government Affairs to provide benefit to the citizens by having expertise and guidance of a lobbying firm that would assist the Mayor and staff in accomplishing the goals and objectives of the City to State legislators; and

WHEREAS, each year, the firm continues to advocate for important legislative priorities of the City; and

WHEREAS, on June 14, 2022, at the City Council meeting a presentation was held on past legislative agenda items, as well as what some suggested items for the 2023 legislative items, after the presentation discussion was held expressing legislative priorities and therefore are listed and attached as Exhibit A, now, therefore;

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

THAT: The City of Port Orchard hereby adopts the 2023 Legislative Agenda, attached as Exhibit A.

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 22nd day of November 2022.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



CITY OF PORT ORCHARD

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • Fax: (360) 895-9029
cityhall@cityofportorchard.us
www.cityofportorchard.us

2023 Legislative Priorities

Address Local Transportation Needs

Though the Legislature made significant investments in the Move Ahead Washington package, much of this funding did not address ongoing transportation needs for local governments, including maintenance and preservation, fish passage, and projects improving highway safety and congestion relief. Sedgwick Road (State Route 160) and State Route 16, traverse the City and serve as both regional and local thoroughfares. To mitigate congestion along these state routes the City proposes two compact roundabouts at the SR-16 and SR-160 interchanges. Prior to current inflation rates, the project was estimated to cost \$6 million. Until state transportation resources at this level are available, the City proposes the modification of the existing traffic signals at these State owned intersections and an existing City signal to coordinate the timing of all the signals which will provide short-term relief. This option requires a \$250,000 state investment.

Foster Pilot Program

The City of Port Orchard was chosen by the state for a water resource mitigation pilot project to address municipal water supply challenges after the Foster decision. The Foster legislative task force has been directed to review the results of these pilot projects and provide legislative recommendations responding to these challenges by the 2023 legislative session. As the state considers task force recommendations, the City asks the state to consider the City's significant investment (over \$1 million) in the pilot project which to-date has not resulted in Ecology-approved water supply. The Legislature must adopt solutions providing municipalities a path to sustainable water permitting and usage, as required to accommodate growth under the Growth Management Act, and if necessary provide a pathway for approval of the City's mitigated water supply project.

Vehicular Pursuits

The City supports tools, training, and resources to enhance community safety, including adopting legislation clarifying that officers may engage in vehicular pursuits under certain circumstances using a reasonable suspicion standard.

Port Orchard Community Events Center Plaza Design

The City received \$1.2 million in the 2021 capital budget to begin work on the Port Orchard Community Events Center. With this state investment and local match, the City has made significant headway on the project, which is now into the design phase. In addition to indoor events center space, this master-planned project will feature a flexible community plaza allowing for outdoor concerts, events, and other community gatherings centered around a revitalized waterfront. Completion of designs will allow the City to better assess the total cost of the project and the impact of inflation on construction costs. In future sessions, the City is likely to request additional state investments in this transformative project.

Public Records Reform

Cities lack the staffing and resources to respond to public records requests aimed at bringing municipalities into suit. The City supports legislation reforming the Public Records Act to prevent serial/vexatious litigants.

Defend Against Housing Mandates and Defend Local Control

The City respectfully asks the Legislature to adopt housing solutions that incentivize investment in housing stock while retaining communities' statutory authority over land use decisions.

Homelessness, Substance Use Disorder, Mental Health

We support additional State funding for housing, substance abuse, and mental health treatment so that local governments can address the needs of the homeless in our communities.

The City of Port Orchard supports the Association of Washington Cities' legislative agenda.



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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Adoption of a Resolution Authorizing the</u>	Prepared by:	<u>Tony Lang</u>
	<u>Purchase of Kitsap County Tax Parcel No.</u>		<u>Public Works Director</u>
	<u>4027-023-017-0004 (Williams) for the Bay</u>	Atty Routing No:	<u>366922-0009 – PW</u>
	<u>Street Pedestrian Pathway Project</u>	Atty Review Date:	<u>11/16/2022</u>

Summary: The City’s Right of Way Acquisition and Relocation Consultant, Tierra Right of Way Services, Ltd., in conjunction with the City, identified Kitsap County Tax Parcel No. 4027-023-017-0004 (the “Property”) as a necessary acquisition for the Bay Street Pedestrian Pathway Project. Accordingly, the consultant has negotiated terms of a voluntary purchase of the Property, as well as associated relocation benefits, in accordance with Resolution No. 028-16 (Right-of-Way Acquisition Procedures) as amended, and the City’s Relocation Assistance Program. On November 16, 2022, the Community Development Director executed the Administrative Settlement Approval for the City’s purchase of the Property in the amount of \$760,000.00, plus the \$750 for a statutory evaluation/appraisal allowance, plus incidentals and closing costs, subject to Council approval of the purchase. The City has not yet received the settlement statement with the final amount of closing costs but estimates that those amounts will not exceed \$20,000.

Please note: all expenditures associated with the Bay Street Pedestrian Pathway Project have been identified within the Project Funding Estimate (PFE) and are Grant eligible. In April 2022, Council approved payment of relocation benefits in the form of moving and storage costs for this Property’s Owners.

Relationship to Comprehensive Plan: Chapter 8 - Transportation

Recommendation: For this property acquisition and associated relocation benefits, as needed for the Bay Street Pedestrian Pathway Project, Staff recommends that the City Council authorize the Mayor’s execution of all documents necessary to effectuate the purchase including but not limited to: a) the Real Estate Purchase and Sale Agreement in the amount of \$760,000.00, b) the Warranty Deed, c) the Real Property Voucher (which includes the \$750 statutory evaluation/appraisal allowance) d) the Real Estate Excise Tax Affidavit form and e) payment of additional associated incidentals/closing costs/escrow fees in an amount not to exceed \$20,000.00, for an authorized Total Acquisition Payment not to exceed \$780,000.00.

Motion for Consideration: I move to adopt a Resolution, authorizing the purchase of Kitsap County Tax Parcel No. 4027-023-017-0004 for the Bay Street Pedestrian Pathway Project.

Fiscal Impact: Grant and Local Match funding for this acquisition expenditure is allocated within the Project Funding Estimate (PFE) for the Project and the 2021-2022 Biennial Budget.

Alternatives: None

Attachments: Resolution
 Acquisition of Kitsap County Tax Parcels No. 4027-023-017-0004:

- Real Property Voucher

- Real Estate Purchase and Sale Agreement
- Pertinent Portions of the Right-of-Way Plan
- Warranty Deed
- Appraisal and Review Appraisal (sent under privilege by City Attorney)

RESOLUTION NO. __

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE PURCHASE OF KITSAP COUNTY TAX PARCEL NO. 4027-023-017-0004 FOR THE BAY STREET PEDESTRIAN PATHWAY PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE TRANSACTION

WHEREAS, the City has identified the need to acquire real property to support the construction of the Bay Street Pedestrian Pathway Project (the “Project”); and

WHEREAS, in accordance with the City’s Relocation Assistance Program, the Uniform Relocation Act, 42 U.S.C. Ch. 61, Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), the City issued an offer and Notice of Relocation Eligibility, Entitlements and 90-Day Assurance-Personal Property Only for Relocation Assistance to the owners of real property located at 1763 Bay Street, Kitsap County Tax Parcel No. 4027-023-017-0004 (the “Property”); and

WHEREAS, in accordance with the City’s Relocation Assistance Program, the City’s consulting Relocation Agent, Tierra Right of Way Services, Ltd., has negotiated the terms of purchase by the City of the Property; and

WHEREAS, the consultant previously identified the requisite relocation assistance benefits owing to the owner of the Property, in conjunction with the Washington State Department of Transportation, Local Programs, serving as Contract Administrator for the Project, the City Council authorized payment in April 2022 and payment was made; and

WHEREAS, the Port Orchard City Council finds it is in the best interest of the City to authorize the acquisition of the Property for fair market value and authorize all associated relocation payments consistent with the City’s Relocation Assistance Program; 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 authorizes the acquisition of Kitsap County Tax Parcel No. 4027-023-017-0004 for the Bay Street Pedestrian Pathway, for a Total Acquisition Payment not to exceed \$780,000, inclusive of the payment of additional associated incidentals/closing costs/escrow fees in an amount not to exceed \$20,000.00, and authorizes the Mayor to execute all necessary documents to effectuate the purchase, including but not limited to: a) the Real Estate Purchase and Sale Agreement, b) the Warranty Deed, c) the Real Property Voucher and d) the Real Estate Excise Tax Affidavit form.

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 on this __ day of November, 2022.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

REAL PROPERTY VOUCHER

AGENCY NAME City of Port Orchard Public Works Dept. 216 Prospect St Port Orchard, WA 98366		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (BLUE IN INK) FOR EACH CLAIMANT	DATED
GRANTORS Ocean and Arlene Williams 1763 Bay St Port Orchard, WA 98266	TIN/SSN: 	<input checked="" type="checkbox"/>	Arlene Williams
PROJECT NO. AND TITLE C072-18 - City of Port Orchard Pedestrian Enhancement Project (Mosquito Fleet Trail)		<input checked="" type="checkbox"/>	
FEDERAL AID NO. STPE-STPUS-0166(008)	PARCEL NO. 4027-023-017-0004		Ocean Williams
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND AND IMPROVEMENTS: Fee		+	\$696,000.00
DAMAGES:			
Cost to Cure		+	\$0.00
Proximity		+	\$0.00
Other		+	\$0.00
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$696,000.00
REMAINDER:			
Uneconomic Remnant		+	\$0.00
Excess Acquisition		+	\$0.00
DEDUCTIONS:			
Amount Previously Paid			\$0.00
Performance Bond			\$0.00
Salvage Amount			\$0.00
Pre Paid Rent			\$0.00
Other			\$0.00
ADMINISTRATIVE SETTLEMENT		+	\$64,000.00
STATUTORY EVALUATION ALLOWANCE		+	\$750.00
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT Marge Bailey	DATE	Voucher No.	TOTAL AMOUNT PAID \$760,750.00
AUTHORIZED AGENT FOR AGENCY	DATE		

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Ocean Williams and Arlene Williams** (hereinafter "Seller") and **The City of Port Orchard**, hereinafter referred to as "AGENCY", a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

- 1. The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 4027-023-017-0004 and legally described on the attached **Exhibit A (the Property)**.
- 2. Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.
- 3. Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Seven Hundred Sixty Thousand and NO/100 Dollars (\$760,000) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.
- 4. Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Statutory Warranty Deed (hereinafter "Deed").
- 5. Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than _____. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.
- 6. Approval by the City of Port Orchard.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the **City of Port Orchard**, in an open public meeting.
- 7. Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to

Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. Closing Costs & Prorations. Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. Notices. Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
<p style="text-align: center;">City of Port Orchard, Public Works Department 216 Prospect St Port Orchard, WA 98366</p>	<p style="text-align: center;">Ocean Williams and Arlene Williams 1763 Bay St. Port Orchard, WA 98366</p>

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. Time. Time is of the essence in every provision herein contained.

11. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. Negotiation and Construction. This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. **Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

SELLER'S SIGNATURE PAGE

 Ocean Williams

 Arlene Williams

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 2022, personally appeared before me Ocean Williams and Arlene Williams, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

(Notary Seal)

 Notary Public in and for the State of _____,
 Printed Name: _____
 Residing
 at _____
 My commission expires _____

Exhibit A
Legal of Property

PARCEL: 4027-023-017-0004

PARCEL I:

ALL OF LOTS G AND H AND THE NORTH 15 FEET OF LOT F, BLOCK 23, ACCORDING TO PLAT OF SHORE AND TIDELANDS OF SIDNEY ON FILE IN THE OFFICE OF THE DEPARTMENT OF RESOURCES OF THE STATE OF WASHINGTON, AT OLYMPIA, WASHINGTON.

PARCEL II:

ALL OF LOTS G AND H AND THE NORTH 15 FEET OF LOT F, BLOCK 23, ANNAPOLIS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGES 64 AND 65, RECORDS OF KITSAP COUNTY, WASHINGTON.

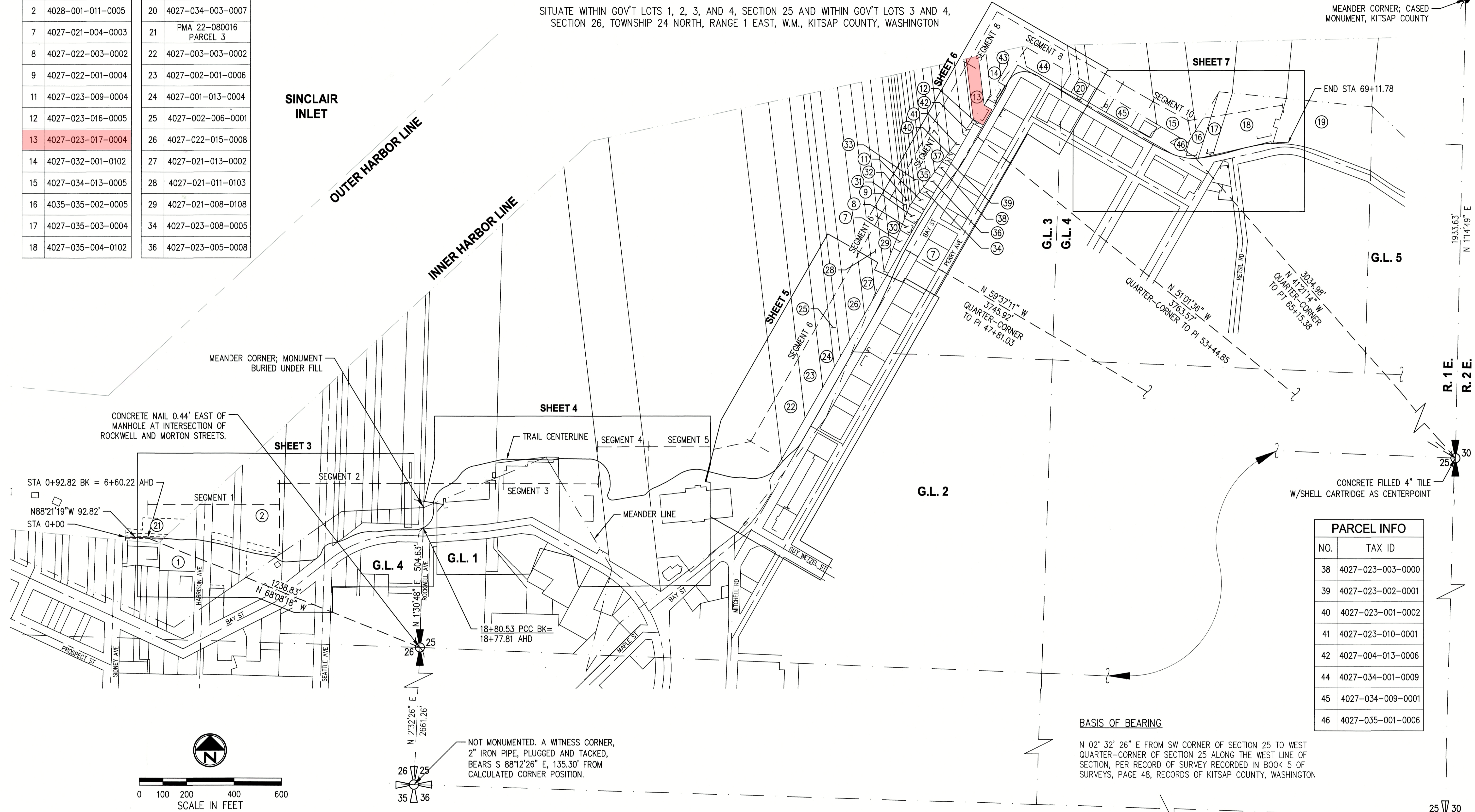
PARCEL III:

THAT PORTION OF BAY STREET ADJOINING LOTS F, G AND H, BLOCK 23, PLAT OF ANNAPOLIS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGES 64 AND 65, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT F, SAID BLOCK 23, ON THE WEST RIGHT-OF-WAY MARGIN OF BAY STREET; THENCE NORTH 29°48'30" EAST ALONG SAID WEST MARGIN 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 29°48'30" EAST 75.00 FEET; THENCE SOUTH 60°11'30" EAST 30.00 FEET; THENCE SOUTH 29°48'30" WEST 75.00 FEET; THENCE NORTH 60°11'30" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

CITY OF PORT ORCHARD PEDESTRIAN ENHANCEMENT PROJECT - MOSQUITO FLEET TRAIL

SITUATE WITHIN GOV'T LOTS 1, 2, 3, AND 4, SECTION 25 AND WITHIN GOV'T LOTS 3 AND 4,
SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON

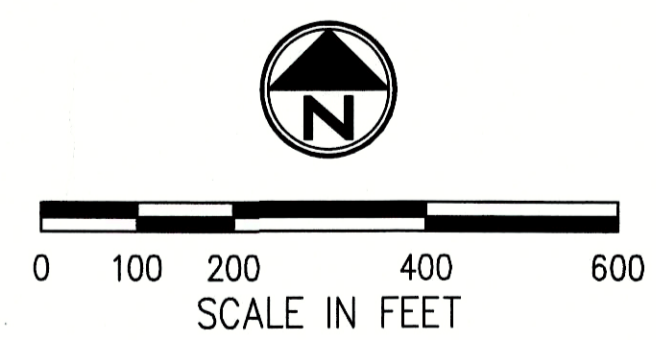
PARCEL INFO		PARCEL INFO	
NO.	TAX ID	NO.	TAX ID
1	4053-013-007-0103	19	4689-004-004-0008
2	4028-001-011-0005	20	4027-034-003-0007
7	4027-021-004-0003	21	PMA 22-080016 PARCEL 3
8	4027-022-003-0002	22	4027-003-003-0002
9	4027-022-001-0004	23	4027-002-001-0006
11	4027-023-009-0004	24	4027-001-013-0004
12	4027-023-016-0005	25	4027-002-006-0001
13	4027-023-017-0004	26	4027-022-015-0008
14	4027-032-001-0102	27	4027-021-013-0002
15	4027-034-013-0005	28	4027-021-011-0103
16	4035-035-002-0005	29	4027-021-008-0108
17	4027-035-003-0004	34	4027-023-008-0005
18	4027-035-004-0102	36	4027-023-005-0008



PARCEL INFO	
NO.	TAX ID
38	4027-023-003-0000
39	4027-023-002-0001
40	4027-023-001-0002
41	4027-023-010-0001
42	4027-004-013-0006
44	4027-034-001-0009
45	4027-034-009-0001
46	4027-035-001-0006

BASIS OF BEARING
N 02° 32' 26" E FROM SW CORNER OF SECTION 25 TO WEST QUARTER-CORNER OF SECTION 25 ALONG THE WEST LINE OF SECTION, PER RECORD OF SURVEY RECORDED IN BOOK 5 OF SURVEYS, PAGE 48, RECORDS OF KITSAP COUNTY, WASHINGTON

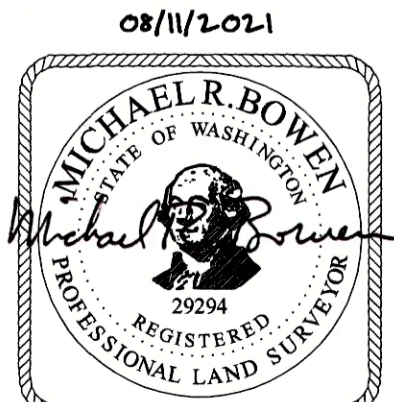
NOT MONUMENTED. A WITNESS CORNER, 2" IRON PIPE, PLUGGED AND TACKED, BEARS S 88°12'26" E, 135.30' FROM CALCULATED CORNER POSITION.



K:\PROJECTS\PORT_ORCHARD\19001-Mosquito Fleet Trail (Tierra)\SURVEY\MISC DRAWINGS\19001ROW01.dwg 8/6/2021 10:49 AM

NO.	DATE	BY	APPR.	REVISIONS
1	7/9/19	MRB	MRB	EDITED ID NUMBER IN TABLE FOR PARCEL 21
2	7/29/19	KW	MRB	MODIFIED BEARING & DISTANCE INFO TO MATCH LEGAL DESCRIPTIONS
3	9/18/19	MRB	MRB	ADDED 0+00 AND EQUATION STATION
4	7/07/20	KW	MRB	ADDED ID'S FOR ADDITIONAL PARCELS AND UPDATED TABLES

Approved By		19001ROW01.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	DESIGNED BY
PROJECT ENGINEER	DATE	DRAWN BY
		CHECKED BY
		DATE



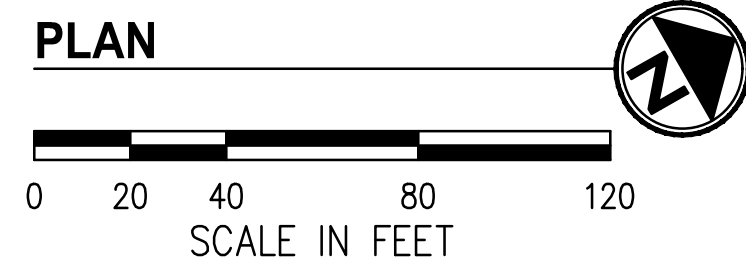
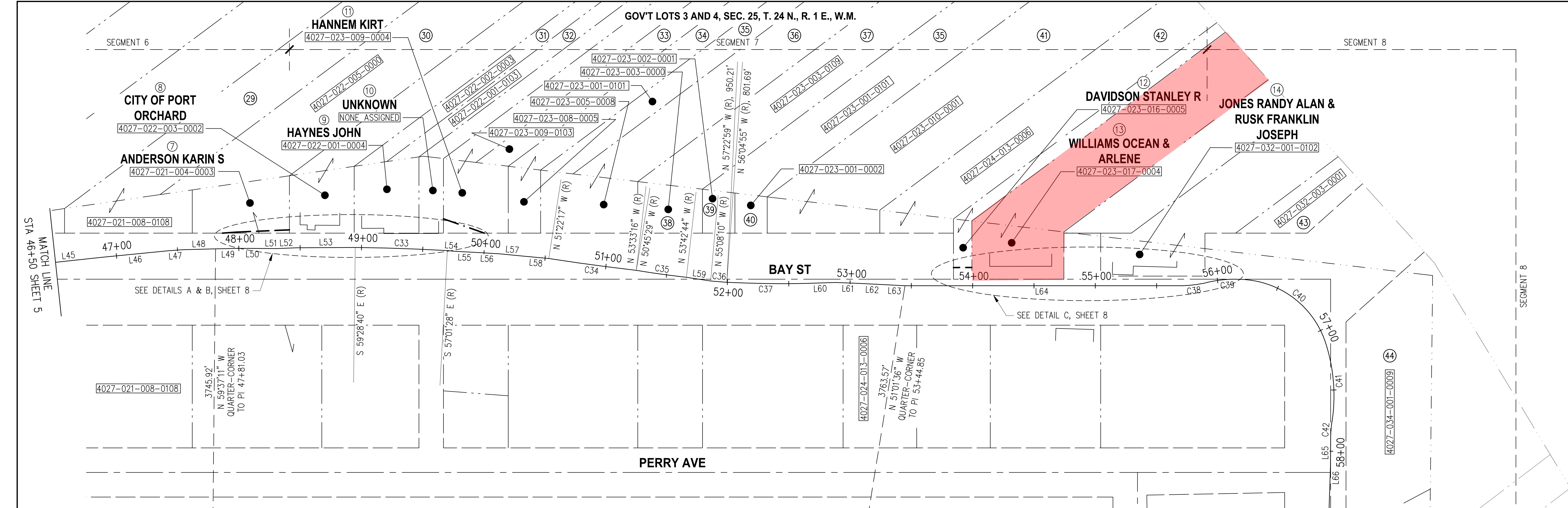
KPG
Interdisciplinary Design
3131 Elliott Ave
Suite 400
Seattle, WA 98121
(206) 286-1640
www.kpg.com

APPROVED: *[Signature]* 11/29/21
DATE
MARK DORSEY
DIRECTOR OF PUBLIC WORKS
CITY OF PORT ORCHARD



RIGHT OF WAY PLAN
STPE-STPUS-0166 (008) - BAY STREET ENHANCEMENT
CITY OF PORT ORCHARD PEDESTRIAN ENHANCEMENT PROJECT - MOSQUITO FLEET TRAIL
SITUATE WITHIN GOV'T LOTS 1, 2, 3, AND 4, SEC. 25 AND WITHIN GOV'T LOTS 3
AND 4, SEC. 26, T. 24 N., R. 1 E., W.M., KITSAP COUNTY, WASHINGTON

RW-1
KPG PROJECT No. 19001
SHT 1 OF 9



OWNERSHIPS AND AREAS (SQ. FT.)							
NO.	NAME	TAX ID	TOTAL AREA*	RIGHT OF WAY	REMAINDER	TRAIL ESMT	TEMP CONST ESMT
7	ANDERSON KARIN S	4027-021-004-0003	10,454	0	10,454	81	-
8	CITY OF PORT ORCHARD	4027-022-003-0002	4,356	0	4,356	-	-
9	HAYNES JOHN	4027-022-001-0004	4,356	4,356	0	-	-
10	UNKNOWN**	N/A	8,421	0	8,421	-	-
11	HANNEM KIRT SR	4027-023-009-0004	4,356	0	4,356	-	195
12	DAVIDSON STANLEY R & LORRAINE	4027-023-016-0005	3,447	0	3,447	143	-
13	WILLIAMS OCEAN & ARLENE	4027-023-017-0004	4,356	4,356	0	-	-
14	JONES RANDY A	4027-032-001-0102	4,356	4,356	0	-	-
20	HUTH WALTER & ROBERTA TRUSTEES	4027-034-003-0007	5,227	0	5,227	-	-

TIDELANDS OWNERSHIPS AND AREAS (SQ. FT.)			
NO.	NAME	DEEDED AREA*	TAX ID
29	STEVEN SWEENEY & LEE SWEENEY	10,454	4027-021-008-0108
30	KIRT HANNEM SR	NO DATA	4027-022-005-0000
31	HEIRS OF HERMAN COHEN	NO DATA	4027-022-002-0003
32	HEIRS OF HERMAN COHEN	NO DATA	4027-022-001-0103
33	FRANK D KUSTINA AND RICHARD R KUSTINA	NO DATA	4027-023-009-0103
34	ROXANE PATTERSON AND BEVERLY PATTERSON	NO DATA	4027-023-008-0005
35	KITSAP COUNTY (PARCEL I) AND HEIRS OF EDNA A WATERSTRAT (PARCEL II)	NO DATA	4027-023-001-0101
36	HEIRS OF NORMA E MUNIE	NO DATA	4027-023-005-0008
37	ROXANE PATTERSON AND BEVERLY PATTERSON	NO DATA	4027-023-003-0109
38	MERRITT F BELINGER & MARGUERITE BELINGER	NO DATA	4027-023-003-0000

- LEGEND**
- EXISTING RIGHT OF WAY CENTERLINE
 - - - EXISTING RIGHT OF WAY
 - EXISTING PROPERTY LINE
 - - - EXISTING TRAIL EASEMENT
 - EXISTING BUILDING
 - SECTION/SECTION SUB-DIVISION LINE
 - MEANDER LINE
 - INNER HARBOR LINE
 - - - PROPOSED TRAIL EASEMENT
 - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT
 - (R) RADIAL LINE TO CURVE

TIDELANDS OWNERSHIPS AND AREAS (SQ. FT.)			
NO.	NAME	DEEDED AREA*	TAX ID
39	KIRT HANNEM SR	NO DATA	4027-023-002-0001
40	CAROL A BROUWER	NO DATA	4027-023-001-0002
41	KIRT HANNEM SR	NO DATA	4027-023-010-0001
42	MICHEL, FAWN L & WILLIAM	6,098	4027-024-013-0006
43	CITY OF PORT ORCHARD	NO DATA	4027-032-003-0001
44	DANA HAWORTH & CONNIE HAWORTH	5,227	4027-034-001-0009

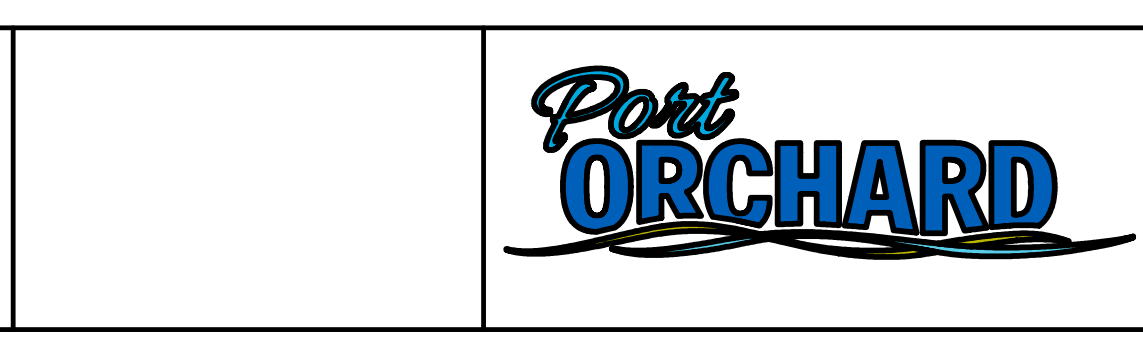
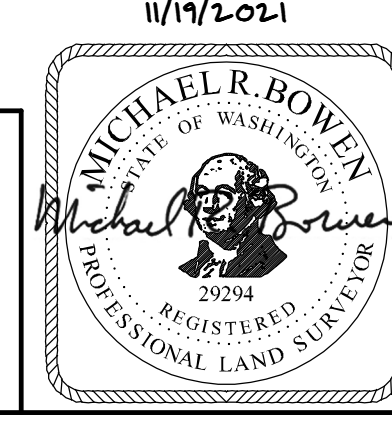
* PER KITSAP COUNTY ASSESSOR

* EQUALS ENTIRETY OF TAX PARCEL (AREA PER KITSAP COUNTY ASSESSOR)

** OWNERSHIP FOR THIS PROPERTY IS UNDETERMINED. KITSAP COUNTY DOES NOT PROVIDE AN ASSESSOR'S TAX PARCEL NUMBER OR OWNER INFORMATION FOR THIS PROPERTY. THIS PROPERTY IS SHOWN ON THE PLAT OF ANNAPOLIS AS RIGHT OF WAY; SAID PLAT WAS RECORDED JUNE 3, 1890.

NO.	DATE	BY	APPR.	REVISIONS
1	7/7/20	KW	MRB	ADDED TAX ID NO'S. FOR TIDELANDS AND OTHER PARCELS
2	5/20/21	KW	MRB	REVISED ACQUISITION INFORMATION FOR PARCELS 9, 10, 13 AND 14
3	8/6/21	KW	MRB	MODIFIED TIDELAND TABLE
4	11/8/21	KW	MRB	CORRECTED TYPO IN TAX ID FOR PARCEL 14

Approved By		19001ROW01.dwg FILENAME	
ENGINEERING MANAGER	DATE	DESIGNED BY	DATE
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE

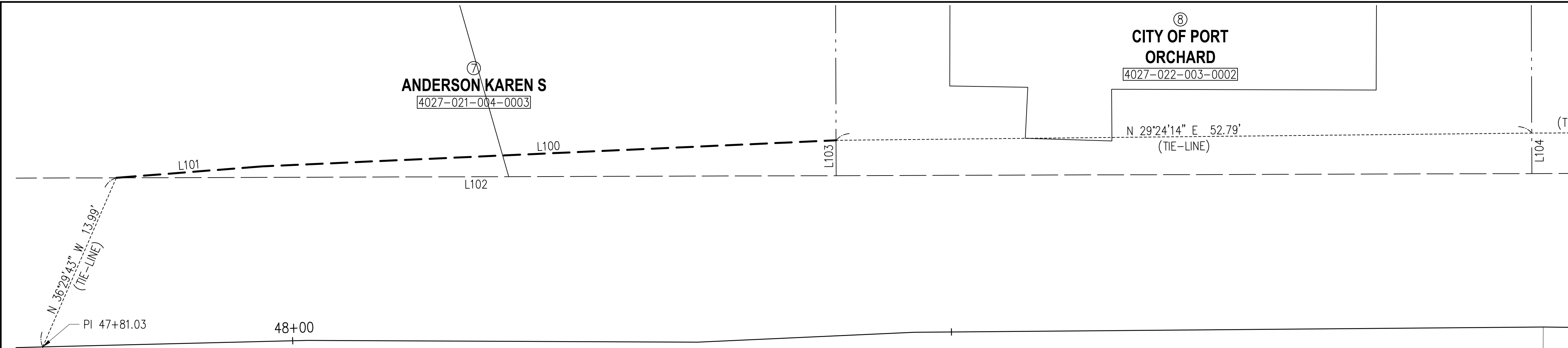


RIGHT OF WAY PLAN
 STPE-STPUS-0166 (008) - BAY STREET ENHANCEMENT
 CITY OF PORT ORCHARD PEDESTRIAN ENHANCEMENT PROJECT - MOSQUITO FLEET TRAIL
 SITUATE WITHIN GOV'T LOTS 1, 2, 3, AND 4, SEC. 25 AND WITHIN GOV'T LOTS 3
 AND 4, SEC. 26, T. 24 N., R. 1 E., W.M., KITSAP COUNTY, WASHINGTON

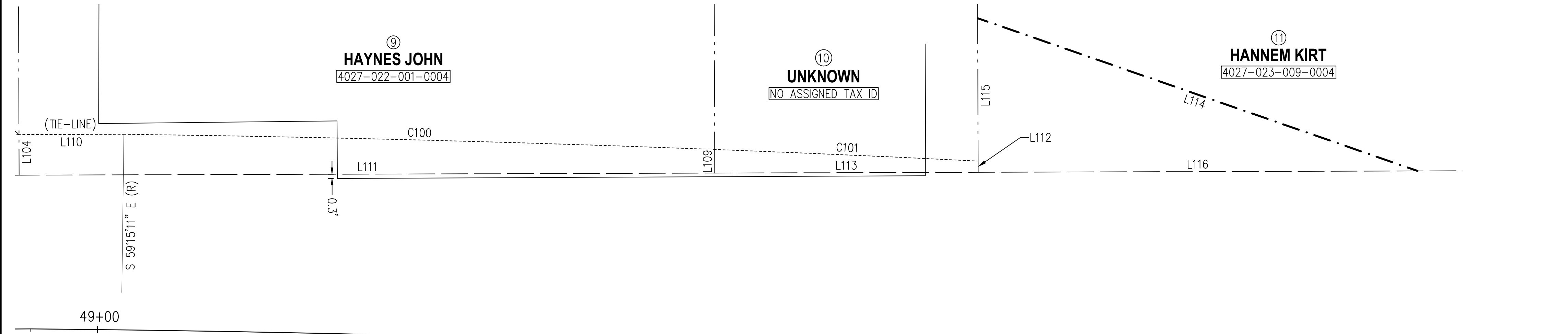
RW-6
 KPG PROJECT No. 19001
 SHT 6 OF 9

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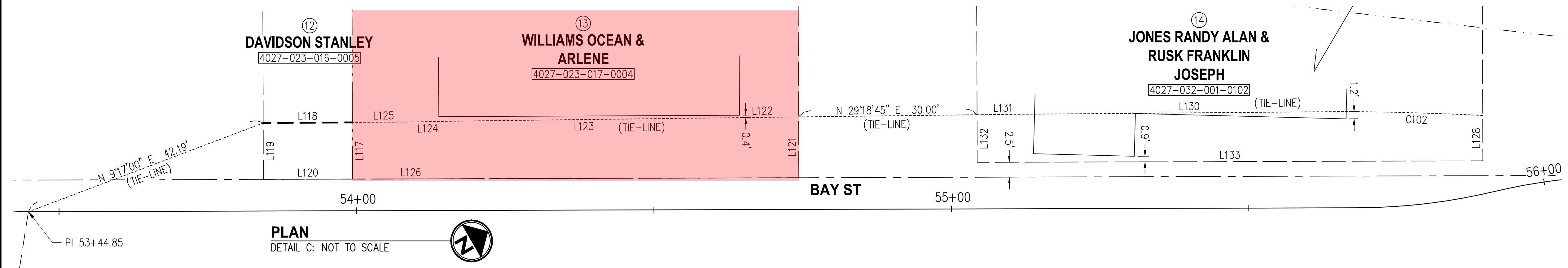
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PLAN
DETAIL A: NOT TO SCALE



PLAN
DETAIL B: NOT TO SCALE



PLAN
DETAIL C: NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L100	43.61'	S 27°23'45" W
L101	11.08'	S 25°30'46" W
L102	54.62'	N 29°49'40" E
L103	2.68'	N 60°10'20" W
L104	3.07'	S 60°10'20" E
L109	1.79'	N 60°10'20" W
L110	7.96'	S 29°47'37" W
L111	52.79'	N 29°49'40" E
L112	0.85'	N 60°10'20" W
L113	19.98'	N 29°49'40" E
L114	35.33'	S 49°08'30" W
L115	11.69'	S 60°10'20" E
L116	33.34'	N 29°49'40" E
L117	9.54'	N 60°10'20" W
L118	15.00'	S 29°34'00" W
L119	9.47'	S 60°10'20" E
L120	15.00'	N 29°49'40" E

LINE TABLE		
LINE	LENGTH	BEARING
L121	10.24'	N 60°10'20" W
L122	12.13'	S 29°18'45" W
L123	48.04'	S 29°17'06" W
L124	4.30'	S 28°43'36" W
L125	10.53'	S 29°34'00" W
L126	75.00'	N 29°49'40" E
L128	7.64'	N 60°10'20" W
L130	54.20'	S 29°32'24" W
L131	8.61'	S 29°18'45" W
L132	8.01'	S 60°10'20" E
L133	85.00'	N 29°49'40" E

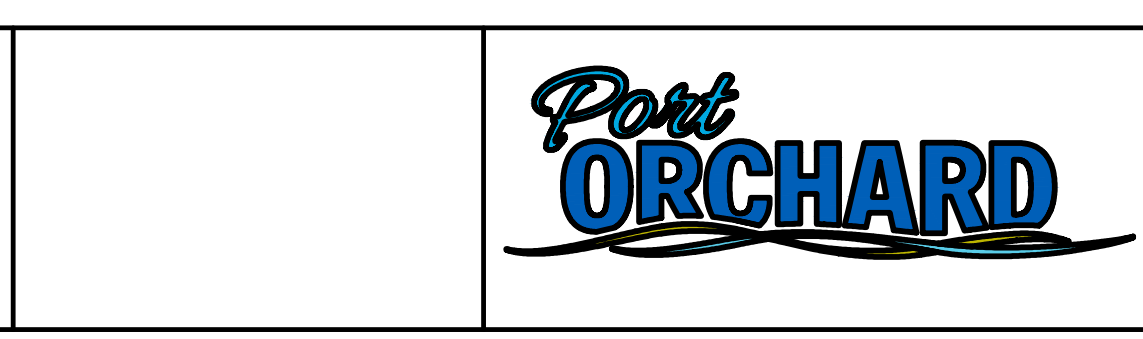
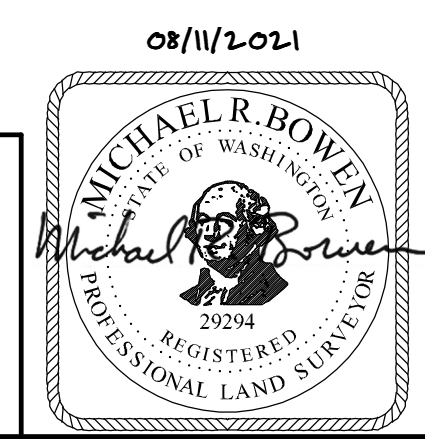
LEGEND

- EXISTING RIGHT OF WAY CENTERLINE
- - - EXISTING RIGHT OF WAY
- - - EXISTING PROPERTY LINE
- - - EXISTING TRAIL EASEMENT
- EXISTING BUILDING
- - - SECTION/SECTION SUB-DIVISION LINE
- - - MEANDER LINE
- - - INNER HARBOR LINE
- - - PROPOSED TRAIL EASEMENT
- - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- (R) RADIAL LINE TO CURVE

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C100	1°27'08"	1769.46'	44.85'
C101	0°38'52"	1769.46'	20.01'
C102	2°23'18"	532.85'	22.21'

NO.	DATE	BY	APPR.	REVISIONS
1	7/29/19	KW	MRB	ADDED BEARING & DISTANCE INFO TO MATCH LEGAL DESCRIPTIONS
2	5/20/21	KW	MRB	REVISED ACQUISITION INFORMATION FOR PARCELS 9, 10, 13 AND 14

Approved By		19001ROW01.dwg	
ENGINEERING MANAGER	DATE	DESIGNED BY	DATE
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE



RIGHT OF WAY PLAN
STPE-STPUS-0166 (008) - BAY STREET ENHANCEMENT
CITY OF PORT ORCHARD PEDESTRIAN ENHANCEMENT PROJECT - MOSQUITO FLEET TRAIL
SITUATE WITHIN GOV'T LOTS 1, 2, 3, AND 4, SEC. 25 AND WITHIN GOV'T LOTS 3
AND 4, SEC. 26, T. 24 N., R. 1 E., W.M., KITSAP COUNTY, WASHINGTON

RW-8
KPG PROJECT No. 19001
SHT 8 OF 9

After recording return document to:

City of Port Orchard,
Public Works Department
216 Prospect St
Port Orchard, WA 98366

Document Title: Warranty Deed

Reference Number of Related Document:

Grantors: Ocean Williams and Arlene Williams, husband and wife

Grantees: City of Port Orchard

**Legal Description: Brief Legal: Ptn Lt F & alt Lts G & H, Blk 23, Annapolis, VIP 1/64
& TGW Shoreland, Tidelands & Ptn of Vacated Street adjoining**

Assessor's Tax Parcel Number: 4027-023-017-0004

WARRANTY DEED

City of Port Orchard Pedestrian Enhancement Project (Mosquito Fleet Trail)

The Grantors, **Ocean Williams and Arlene Williams, husband and wife**, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00), and other valuable consideration, hereby conveys and warrants to the **City of Port Orchard, Public Works Department**, Grantee, the following described real property situated in Kitsap County, in the State of Washington.

PARCEL 1:

ALL OF LOTS G AND H AND THE NORTH 15 FEET OF LOT F, BLOCK 23,
ACCORDING TO PLAT OF SHORE AND TIDELANDS OF SIDNEY ON FILE IN THE
OFFICE OF THE DEPARTMENT OF RESOURCES OF THE STATE OF
WASHINGTON, AT OLYMPIA, WASHINGTON.

WARRANTY DEED

PARCEL II:

ALL OF LOTS G AND H AND THE NORTH 15 FEET OF LOT F, BLOCK 23, ANNAPOLIS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGES 64 AND 65, RECORDS OF KITSAP COUNTY, WASHINGTON.

PARCEL III:

THAT PORTION OF BAY STREET ADJOINING LOTS F, G AND H, BLOCK 23, PLAT OF ANNAPOLIS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGES 64 AND 65, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT F, SAID BLOCK 23, ON THE WEST RIGHT-OF-WAY MARGIN OF BAY STREET; THENCE NORTH 29°48'30" EAST ALONG SAID WEST MARGIN 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 29°48'30" EAST 75.00 FEET; THENCE SOUTH 60°11'30" EAST 30.00 FEET; THENCE SOUTH 29°48'30" WEST 75.00 FEET; THENCE NORTH 60°11'30" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

Situate in the City of Port Orchard, County of Kitsap, State of Washington.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Port Orchard**, unless and until accepted and approved hereon in writing for the **City of Port Orchard**, by its authorized agent.

WARRANTY DEED

Date: _____

Ocean Williams

Arlene Williams

STATE OF WASHINGTON)
 : ss
County of _____)

On this _____ day of _____, 2022, before me personally appeared Ocean Williams and Arlene Williams, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

Accepted and Approved City of Port Orchard:

Approved to as form:

By: _____
Printed Name: Robert Putaansuu
Title: City Mayor
Date: _____

By: _____
Printed Name: Charlotte Archer
Title: City Attorney
Date: _____

Acknowledgment



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7G</u>	Meeting Date:	<u>November 22, 2022</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Tony Lang</u>
	<u>Contract with Skillings, Inc. for the Bay</u>		<u>Public Works Director</u>
	<u>Street Pedestrian Pathway Project</u>	Atty Routing No:	<u>366922-0009 – PW</u>
		Atty Review Date:	<u>11/16/2022</u>

Summary: The City has identified a need for professional architecture and engineering services with expertise in the design of Transportation/Multi-Modal facilities to complete the design (from 90% to 100%) for the Bay Street Pedestrian Pathway (the “Project”). This project includes Local, State and Federal funding. On June 3, 2022, and June 10, 2022, the City of Port Orchard Public Works Department published a Request for Qualifications (RFQ) for Architectural and Engineering Services for the Bay Street Pedestrian Pathway Project, and by the June 24, 2022, deadline, the Public Works Department received one (1) Statement of Qualifications (SOQ) from a qualified firm. After reviewing the SOQ received and based upon overall qualifications of the submitting firm, the Public Works Department determined Skillings Inc. met the requirements and criteria as described in the RFQ and was a responsible and responsive consultant to provide the Architectural and Engineering services for the Project. Public Works Staff met with Skillings to discuss, clarify, and develop the project understanding and the associated contract terms. On November 17, 2022, the City received a defined scope of work, budget, and fees from Skillings in an amount not to exceed \$450,705.

Relationship to Comprehensive Plan: Chapter 8 – Transportation

Recommendation: Staff recommends adoption of Resolution No. 056-22, approving and authorizing the Mayor to execute Contract No. C080-22 with Skillings, Inc. for the Bay Street Pedestrian Pathway Project in an amount of \$450,705.

Motion for Consideration: I move to adopt Resolution No. 0056-22, approving and authorizing the Mayor to execute Contract No. C080-22 with Skillings, Inc. for the Bay Street Pedestrian Pathway Project in an amount of \$450,705 and documenting the Professional Services procurement procedures.

Fiscal Impact: REET 2 funding is budgeted in the 2021-2022 Budget and in 2023-2024 Budget

Attachments: Resolution No. 056-22
 Contract No. C080-22
 Exhibit A Proposal
 Exhibit D Prime Consultant Cost Computations

RESOLUTION NO. 056-22

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. C080-22 WITH SKILLINGS, INC. FOR ARCHITECTUAL AND ENGINEERING SERVICES FOR THE BAY STREET PEDESTRIAN PATHWAY PROJECT AND DOCUMENTING PROCUREMENT PROCEDURES

WHEREAS, the City has identified a need for professional architecture and engineering services with expertise in the design of Transportation/Multi-Modal facilities to complete the design for the Bay Street Pedestrian Path (the "Project"); and

WHEREAS, on June 3, 2022, and June 10, 2022, the City of Port Orchard Public Works Department published a Request for Qualifications (RFQ) for Architectural and Engineering Services for the Bay Street Pedestrian Pathway Project, and by the June 24, 2022, deadline, the Public Works Department received one (1) Statement of Qualifications (SOQ) from a qualified firm; and

WHEREAS, after reviewing the SOQ received, and based upon overall qualifications of the submitting firm, the Public Works Department determined Skillings Inc. met the requirements and criteria as described in the RFQ and was a responsible and responsive consultant to provide the architectural and engineering design services; and

WHEREAS, Public Works Staff met with Skillings, Inc. to discuss, clarify and develop the project understanding and the associated contract terms, and on November 17, 2022, the City received a defined scope of work, budget, and fees from Skillings, Inc.; and

WHEREAS, the Port Orchard City Council believes Skillings, Inc to be a highly qualified consulting firm for this Project; 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 sign Contract No. C080-22 with Skillings, Inc. for the Bay Street Pedestrian Pathway Project in a form acceptable to the City Attorney.

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 22nd day of November 2022.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C080-22

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): Skillings, Inc.	
Address 5016 Lacey Blvd. SE, Lacey, WA 98503	Federal Aid Number
UBI Number 600-491-794	Federal TIN 91-1212924
Execution Date	Completion Date December 31, 2023
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Bay Street Pedestrian Pathway Project Segments 6 to 11	
Description of Work The City has requested professional engineering services for the preparation of 100% Ad Ready Plans, Specifications and Estimate (PS&E) for the Bay Street Pedestrian Pathway Project Segments #6 to #11. The City's Bay Street Pedestrian Pathway project consists of ten segments of a paved and/or cantilevered multi-modal pathway connecting the Port of Bremerton's Waterfront Park to the Kitsap Transit Foot Ferry Terminal at the Annapolis Dock. Segments #2, #3, #4 and #5 have been completed. The PS&E for the remaining Segments #6 to #11 are currently at a 90% state of completion.	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$450,705

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number: C080-22

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm/Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: C080-22

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: K. Chris Hammer, PE PMP
Agency: City of Port Orchard
Address: 216 Prospect Street
City: Port Orchard State: WA Zip: 98366
Email: kchammer@cityportorchard.gov
Phone: 360-876-4991
Facsimile:

If to CONSULTANT:

Name: Patrick E. Skillings, PMP
Agency: Skillings, Inc.
Address: PO Box 5080
City: Lacey State: WA Zip: 98503
Email: pskillings@skillings.com
Phone: 360.491.3399
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: C080-22

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

Agreement Number: C080-22

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: C080-22

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each Task Order unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number: C080-22

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number: C080-22

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number: C080-22

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, its agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number: C080-22

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: K. Chris Hammer, PE PMP
Agency: City of Port Orchard
Address: 216 Prospect Street
City: Port Orchard State: WA Zip: 98366
Email: ckchammer@portorchardwa.gov
Phone: 360-876-4991
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number: C080-22

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: C080-22

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: C080-22

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XIX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number: C080-22

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

November 17, 2022

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number: C080-22

Exhibit A
Scope of Work

Project No. C080-22

Agreement Number: C080-22

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**CITY OF PORT ORCHARD
BAY STREET PEDESTRIAN PATHWAY
SEGMENTS 6 TO 11**

November 9, 2022

Introduction

The following scope of work delineates tasks to be performed as part of the agreement between Skillings Inc. (Consultant) and the City of Port Orchard (City) . The City has requested professional engineering services for the preparation of 100% Ad Ready Plans, Specifications and Estimate (PS&E) for the Bay Street Pedestrian Pathway Project Segments #6 to #11. The City’s Bay Street Pedestrian Pathway project consists of ten segments of a paved and/or cantilevered multi-modal pathway connecting the Port of Bremerton’s Waterfront Park to the Kitsap Transit Foot Ferry Terminal at the Annapolis Dock. Segments #2, #3, #4 and #5 have been completed. The PS&E for the remaining Segments #6 to #11 are currently at a 90% state of completion.

Work is anticipated to include the following:

- Update 90% PS&E with new Right-of-Way plans provided by the City.
- Review cross-sections for tie-ins and other conflicts, adjust vertical profile as needed.
- Develop traffic control and construction phasing plans to accommodate businesses and local access.
- Environmental permitting compliance.
- Prepare 100% Ad Ready Bid Documents.

Project Assumptions:

- NLO Geotechnical Report dated June 2012, copy provided by the City.
- Additional geotechnical investigations consisting of additional soil borings will be completed by GeoEngineers Inc.
- Right-of-way plans prepared by KPG, approved by WSDOT on 8-16-2022, provided by the City.
- City has secured all permits. Most current permit documents, provided by the City.
- Civil 3D 2022 will be used for design.
- Out-of-scope services beyond these limits may be considered as Extra Work. Consultant will notify the City of out-of-scope services prior to starting the work.
- The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.
- Advertise in Fall of 2023
- Design effort will be completed in 5 months.
- Potential federal funds in construction.

Task 10 – Project Management

Assumptions:

- Meetings will be by phone or MS Teams video conferences unless otherwise stated.

Tasks:

1. Develop a Project Schedule.
2. Schedule, prepare for, and take part in bi-weekly telephone or Teams Meeting conference calls with Client.
3. Provide quality control and in-house coordination.
4. Prepare monthly billings with progress reports and include monthly Earned Value Reports.

Deliverables:

- In-house project management
- Monthly progress reports and invoicing

Task 20 – Review and Update 90% PS&E

This task consists of the review and update of the current 90% PS&E package for Segments #6 to #11. Work shall include updating plan sheets with new Right-of-Way plans provided by the City, review of permits, and review of trail design cross-sections for tie-ins, storm drainage, utility coordination, conflicts, and other concerns.

Assumptions:

- City to provide previously completed 90% PS&E package, CAD files, and completed design reports.
- Consultant will coordinate with the utilities within the project limits, anticipated to consist of:
 - City water and sewer
 - Overhead electrical transmission and distribution
 - Overhead telephone
 - Overhead cable
- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- Stormwater design has not been previously completed and the preparation of a final stormwater drainage report is included in this scope of work.
- Storm drainage modifications will follow the requirements of the 2019 edition of the Stormwater Management Manual for Western Washington (SWMMWW).
- Flow control and quantitative downstream analysis will not be required.

Tasks:

1. Review previously completed 90% plan sheet and design CAD files, update to Skillings standards.
2. Prepare preliminary stormwater drainage report:
 - a. Determine project limits and assess threshold discharge areas (TDAs).
 - b. Determine area totals for existing pervious and impervious areas, new and replaced surfaces.
 - c. Assess applicability of overall Minimum Requirements and individual thresholds for LID, water quality, and flow control.
3. Update plan sheets with new Right-of-Way plans.
4. Review completed and in-progress permits, determine additional permits (if any) are required.
5. Review trail design for Segments #6 to #11.
6. Provide utility coordination:
 - a. Contact utility companies

- b. Attend up to five (5) utility coordination meetings
- c. Review relocation designs prepared by utility companies and provide feedback on conflicts with utilities
- 7. Prepare technical memorandum documenting items reviewed and a summary of deficiencies.
- 8. Provide internal QA and QC and project coordination.
- 9. Submit technical memorandum to City for review.

Deliverables:

- Preliminary Stormwater Drainage Report
- Utility coordination meeting notes
- Technical Memorandum of 90% PS&E Review.

Task 30 – 100% PS&E

This task consists of addressing City comments and advancing PS&E to a 100% level of design. The 100% PS&E will be submitted to the City for review, comments will be addressed to prepare a Complete Bid Package.

Assumptions:

- City has reviewed the Technical Memorandum of 90% PS&E Review and have provided concurrence and direction to the Consultant.
- City will provide the contract bid documents used for Segment #3 for use in preparation of the contract bid package.
- Special provisions will be prepared utilizing WSDOT specifications format.
- Upon completion of the 100% PS&E review, the City will provide one set of consolidated comments on the 100% PS&E.
- Completed Right-of-Way plan will be provided by City, Right-of-Way lines will be delineated on the construction drawings.
- Consultant will provide only one update to any portion of the 100% PS&E for preparation of the Complete Bid Set.
- An Engineer’s Estimate for the Probable Cost to Construct will be prepared that lists all of the project bid items, showing contract item number, unit of measurement, estimated unit price, estimated quantity, and total estimated cost for each.
 - The total project cost will be shown on this estimate.
 - This estimate will be used as the basis of review for the lowest responsive responsible bidder.
- HBB Landscape Architects will provide landscape design review and final landscape design.

Tasks:

1. Phone conference with City to discuss comments from the Technical Memorandum.
2. Incorporate City comments, prepare comment response matrix.
3. Prepare final stormwater drainage report:
 - a. Update stormwater drainage report to include changes made for the 100% PS&E.
 - b. Prepare SWPPP.
4. Prepare 100% level of plans consisting of the following sheets:
 - a. Cover Sheet with Vicinity Map and Index
 - b. Construction Notes, Legend, Abbreviations

- c. Key Map
- d. Horizontal Control Plan
- e. Existing Conditions, Demolition and TESC Plan & Details
- f. Trail Plan and Profile
- g. Trail Sections
- h. Trail Notes and Details
- i. Storm Drainage Plan and Profile
- j. Structural Plans, Sections, and Details
- k. Lighting Plan
- l. Lighting Details
- m. Signing Plan
- n. Signing Specifications
- o. Signing Details
- p. Pavement Marking Plan
- q. Pavement Marking Details
- r. Landscaping Plans
- s. Temporary Traffic Control Plan
5. Prepare Quantities Notebook.
6. Prepare 100% Engineer's Estimate of Probable Costs to Construct.
7. Prepare Contract Bid Package:
 - a. Front end documents.
 - b. WSDOT PSE Checklist GSPs and fill-ins.
 - c. Special Provisions.
 - d. Required Federal-aid documents.
 - e. State prevailing wage documents.
8. Submit package to City for review and approval as necessary:
 - a. 100% PS&E.
 - b. Environmental clearance.
9. Review City comments on 100% PS&E.
10. Incorporate 100% PS&E comments to prepare Complete Bid Package, prepare comment response matrix.
11. Provide internal QA and QC and project coordination
12. Submit Complete Bid Package to City.

Deliverables:

- Final Basis of Design Memo.
- Final Stormwater Design Report
- Technical Memorandum Review Comment Response Matrix.
- One (1) electronic set of signed 100% Plans to City and WSDOT for review.
- Contract Bid Package.
- 100% Engineer's Estimate of Probable Cost to Construct.
- Final Quantity calculation notebook.
- Environmental Commitment file.
- One (1) electronic set of Final and Signed Complete Bid Package to City. All documents will be submitted as pdf's, CAD Files, Word Files (.docx), and Estimate in Excel.
- 100% Review Comment Response Matrix.

Task 40 – Aquatic Permitting

Consultant will assist the City through the bidding and award process.

Assumptions:

- NEPA documentation and review has been completed. This Scope of Work does not include completion of additional NEPA documentation or permitting.
- Previous NEPA documentation and permitting was completed by GeoEngineers (GE). GE will be added to this contract as a subconsultant to Skillings to coordinate design with issued permit conditions or environmental commitments.
- Design elements have the potential to include removal of overwater structures, including creosote piling removal that were not included in previous environmental permitting. This Scope of Work will include completion of a Joint Aquatic Resource Permit Application *JARPA) for submittal to the U.S. Army Corps of Engineers (USCOE) and Washington State Department of Ecology (ECY) as application for a Section 401/404 permit.
- Previously prepared environmental documentation, including but not exclusive of, the Biological Assessment and Section 106 Cultural Resources Report can be relied upon as supporting documentation for inclusion with the JARPA submittal.

Tasks:

1. Prepare JARPA form.
2. Prepare JARPA Exhibit in USACE format.
3. Coordination with GE.

Deliverables:

- Completed JARPA package with USACE Exhibits
- GE Coordination notes

Task 50 – Geotechnical Investigation

Assumptions:

- GeoEngineers (GE) will conduct additional soil borings to determine subsurface conditions for stages #6 -#11 as a subconsultant to Skillings.
- GE will perform up to ten (10) additional borings with an average depth of up to 20 feet each, or a total allowance of 200 feet total.

Tasks:

1. Provide subconsultant management
2. Conduct field exploration
3. Determine weight bearing capacity at each boring location.
4. Prepare draft geotechnical report
5. Prepare final geotechnical report

Deliverables:

- Draft Geotechnical report
- Final Geotechnical report

Task 60 – Bid Support Services

Consultant will assist the City through the bidding and award process.

Assumptions:

The City will:

- Prepare Advertisement for Bids.
- Advertise the project.
- Provide Bid Documents and addenda to Builders Exchange for distribution
- Host the bid opening.
- Prepare bid tabulation.
- Prepare notice of award.

The Consultant will:

- Provide support to City in responding to bidder's questions.
- Prepare up to two (2) addenda.
- Attend Bid Opening
- Review Bid Tabulation.
- Prepare draft memo after completion of the PE phase that the project has been or will be constructed with non-FHWA funds.

Tasks:

1. Consultant will provide assistance through bidding and award. This work is expected to include:
 - a. Responding to bidder's questions.
 - b. Prepare up to two (2) addenda.
 - c. Attend Bid Opening.
 - d. Review Bid Tabulation.

END SCOPE OF WORK

Exhibit B
DBE Participation Plan

No DBE Participation Required

Agreement Number: C080-22

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Basemap in AutoCAD Civil 3D 2022

B. Roadway Design Files

Plans in AutoCAD Civil 3D 2022 and PDF

C. Computer Aided Drafting Files

Plans in AutoCAD Civil 3D 2022 and PDF

D. Specify the Agency's Right to Review Product with the Consultant

Unrestricted

E. Specify the Electronic Deliverables to Be Provided to the Agency

GIS files showing existing utilities.

Word files with contract and division 1 special provisions

F. Specify What Agency Furnished Services and Information Is to Be Provided

GIS files showing existing utilities.

Word files with contract and division 1 special provisions

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Skillings, Inc. FTP Site, Flash Drive, Email (if under 10mb).

Agreement No. C080-22

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

Native File Format

Exhibit D
Prime Consultant Cost Computations

See Attached Prime Consultant Computations

Agreement Number: C080-22

**EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 22001 CITY OF PORT ORCHARD BAY STREET PEDESTRIAN PATHWAY SEGMENTS 6 TO 11		PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
10	PROJECT MANAGEMENT								
1	Develop a Project Schedule.	4							
2	Schedule, prepare for, and take part in bi-weekly telephone or Teams Meeting conference calls with Client.	26	26	13					
3	Provide quality control and in-house coordination.	32							
4	Prepare monthly billings with progress reports and include monthly Earned Value Reports.	8							20
20	REVIEW AND UPDATE 90% PS&E								
1	Review previously completed 90% plan sheet and design CAD files, update to Skillings standards.		4	20			32		
2	Prepare preliminary stormwater drainage report:								
a	Determine project limits and assess threshold discharge areas (TDAs).			8					
b	Determine area totals for existing pervious, and impervious areas, new and replaced surfaces.			8					
c	Assess applicability of overall Minimum Requirements and individual thresholds for LID, water quality, and flow control;			24					
3	Update plan sheets with new Right-of-Way Plans.						4	8	
4	Review completed and in-progress permits, determine additional permits (if any) are required.	1	1						
5	Review trail design for Segments #6 to #11.		12	32			32		
6	Provide utility coordination:								
a	Contact utility companies.			4					
b	Attend up to five (5) utility coordination meetings.			10					

**EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 22001 CITY OF PORT ORCHARD BAY STREET PEDESTRIAN PATHWAY SEGMENTS 6 TO 11		PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
c	Review relocation designs prepared by utility companies and provide feedback on conflicts with utilities.		2	4					
7	Prepare technical memorandum documenting items reviewed and a summary of deficiencies.		8	24					
8	Provide internal QA and QC and project coordination.	4	4						
9	Submit technical memorandum to City for review.			1					
30	100% PS&E								
1	Phone conference with City to discuss comments from the Technical Memorandum.	2	2	2					
2	Incorporate City comments, prepare comment response matrix.		12	16			16		
3	Prepare final stormwater drainage report:								
a	Update stormwater drainage report to include changes made for the 100% PS&E.		8	16					
b	Prepare SWPPP.		2	24					
4	Prepare 100% level of plans consisting of the following sheets:								
a	Cover Sheet with Vicinity Map and Index.		1	4			4		
b	Construction Notes, Legend, Abbreviations.		1	2			4		
c	Key Map.			2			2		
d	Horizontal Control Plan.		1	2			4	8	
e	Existing Conditions, Demolition, and TESC Plan & Details.		6	16			20		
f	Trail Plan and Profile.		6	24			24		
g	Trail Sections.		6	24			24		
h	Trail Notes and Details.		2	24			16		

**EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 22001 CITY OF PORT ORCHARD BAY STREET PEDESTRIAN PATHWAY SEGMENTS 6 TO 11		PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
i	Storm Drainage Plan and Profile.		6	24			20		
j	Structural Plans, Sections, and Details.		4	4			8		
k	Lighting Plan.		6	24			24		
l	Lighting Details.		2	8			12		
m	Signing Plan.		2	16			8		
n	Signing Specifications.		2	4			12		
o	Signing Details.		1	8			8		
p	Pavement Marking Plan.		1	4			8		
q	Pavement Marking Details.			4			4		
r	Landscaping Plans.		2	8			12		
s	Temporary Traffic Control Plan.		6	16			20		
5	Prepare Quantities Notebook.		4	16					
6	Prepare 100% Engineer's Estimate of Probable Costs to Construct.	2	4	16					
7	Prepare Contract Bid Package:								
a	Front end documents.		2	8					
b	WSDOT PSE Checklist GSPs and fill-ins.		4	8					
c	Special Provisions.		8	24					
d	Required Federal-aid documents.		1	2					
e	State prevailing wage documents.		1	2					
8	Submit package to City for review and approval as necessary:								
a	100% PS&E.	1	4	4					
b	Issued permits and Environmental Commitments	1			4				
9	Review City comments on 100% PS&E.	2	2	2					
10	Incorporate 100% PS&E comments to prepare Complete Bid Package, prepare comment response matrix.		16	40			40		

**EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 22001 CITY OF PORT ORCHARD BAY STREET PEDESTRIAN PATHWAY SEGMENTS 6 TO 11		PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION								
11	Provide internal QA and QC and project coordination.	8	8						
12	Submit Complete Bid Package to City.			2					
40	AQUATIC PERMITTING								
1	Prepare JARPA form.	1				40			
2	Prepare JARPA Exhibit in USACE format.	1		12			40		
3	Prepare Habitat Conservation Calculator	2				24			
4	Coordination with GE.	8			8				
50	GEOTECHNICAL INVESTIGATION								
1	Provide subconsultant management	4							
2	Conduct field exploration.								
3	Determine weight bearing capacity at each boring location.								
4	Prepare draft geotechnical report.								
5	Prepare final geotechnical report.								
60	BID SUPPORT SERVICES								
1	Consultant will provide assistance through bidding and award. This work is expected to include:								
a	Responding to bidder's questions.	2	8						
b	Prepare up to two (2) addenda.	1	8						
c	Attend Bid Opening.	2	2						
d	Review Bid Tabulation.		2						
	HOURS PER DISCIPLINE	112	210	560	12	64	398	16	20

**EXHIBIT D-2
CONSULTANT COST COMPUTATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):						
Classification	Man Hours	X	Rate	=	Cost	
PROJECT MANAGER	112	X	\$254.00	=	\$28,448.00	
SENIOR PROJECT ENGINEER	210	X	\$228.00	=	\$47,880.00	
ENGINEER	560	X	\$151.00	=	\$84,560.00	
PROJECT SCIENTIST	12	X	\$124.00	=	\$1,488.00	
STAFF SCIENTIST	64	X	\$91.00	=	\$5,824.00	
TECHNICIAN	398	X	\$145.00	=	\$57,710.00	
SURVEY MANAGER	16	X	\$202.00	=	\$3,232.00	
PROJECT ADMINISTRATOR	20	X	\$155.00	=	\$3,100.00	
Total Hours =	1392				Total NHR =	\$232,242.00
REIMBURSABLES:						
	Mileage	800	X	\$0.625	=	\$500.00
	Miscellaneous Expenses	\$1,200.00	X	10%	=	\$1,320.00
					Total Expenses=	\$1,820.00
SUBCONSULTANT COST (See Exhibit E):						
	GeoEngineers	\$68,400.00	X	15%	=	\$78,660.00
	Sargent (Structural)	\$81,500.00	X	10%	=	\$89,650.00
	Lead/Asbestos Lab (NVL)	\$6,690.90	X	10%	=	\$7,359.99
					Total Subconsultants =	\$175,669.99
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):						
					Sub Total =	\$409,731.99
MANAGEMENT RESERVE FUND:						
	SUB TOTAL =	\$409,731.99	X	10%	=	MRF = \$40,973.20
GRAND TOTAL						
					GRAND TOTAL =	\$450,705
PREPARED BY: Ian Y. Lee, PE						
					DATE:	11/17/2022
REVIEWED BY: Patrick E. Skillings, PMP						
					DATE:	11/17/2022

**EXHIBIT D-3
CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	12	\$100.00	\$1,200.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$1,200.00
	Mileage	Per Mile	800	0.625	\$500.00
Total Expenses					\$1,700.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Ian Lee, PE		November 15, 2022			

Exhibit E

Sub-consultant Cost Computations

Subconsultant participation is approved for the following disciplines.

Sargent Engineers, Inc. - Structural Engineering Services
NVL Laboratories - Good Faith Asbestos and Lead Paint Inspection
GeoEngineers, Inc. - Geotechnical Engineering Services

Agreement Number: C080-22



Sargent Engineers, Inc.
320 Ronlee Lane NW
Olympia, Washington 98502
Tel 360 867-9284
Fax 360 867-9318
www.sargentengineers.com

November 10, 2022

Mr. Patrick Skillings, PMP
Skillings, Inc.
Via Email to: pskillings@skillings.com

**RE: Port Orchard – Bay Street Sections 6-11 Completion
Structural Engineering Services Proposal
Project No.: A22100.00**

Dear Patrick:

On behalf of Sargent Engineers, I am pleased to present to you our proposal for providing structural engineering services for the completion of the Bay Street Pedestrian Enhancement Project that Skillings is designing for the City of Port Orchard. As part of the improvements, the City has asked that we finalize the current 90% plans for Sections 6 through 11 of the project. These sections include a Cantilever Sidewalk and Foundation Section, a Cantilever Extension at Existing Seawall Section, a Deck Replacement (at existing structure) Section, a Culvert Area Deck Section, and various cantilever concrete retaining walls. Sargent will perform one site visit to familiarize ourselves with the project, observe the existing conditions, and compare those to the current structural plans. Sargent will develop structural calculations and make modifications as we deem necessary to the current structural plans (Sheets S0.1, S3.0, S3.1, S4.0, S4.1, S5.0, S5.1, S6.0, S6.1, S7.0, and S7.1).

We will perform the structural design per the requirements of the project geotechnical report, and either the 2018 International Building Code or the AASHTO LRFD Specification for Bridge Design and the WSDOT Bridge Design Manual. We will prepare the 95% documents for the above listed items including a maximum of three different CIP concrete cantilever retaining walls. Once comments are provided on this set, we will provide stamped Construction Documents. We will also prepare the quantities, cost estimate, and technical special provisions for the structural items in WSDOT format. Lastly, we will provide limited construction phase services to include responding to RFIs and reviewing submittals for the structural elements we have designed.

To complete the scope of work described above, I propose a maximum fee of **\$81,500** to be billed at our approved hourly rates.

If the scope and fee are acceptable, we can begin working on the design as soon as we receive the geotechnical information along with an agreement from Skillings. Thank you for this opportunity to be of assistance to you, and we look forward to another successful project working with Skillings.

Respectfully,
Sargent Engineers, Inc.

A handwritten signature in black ink, appearing to read "Erik Martin", written over a white background.

Erik Martin, PE, SE
Principal

ECM/encl.
B:\22Files\Proposals\Skillings - Port Orchard Bay Street\Prop-PO Bay Street.doc

Port Orchard - Bay Street Structural Engineering Services Proposal

	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
Rate:	\$215.00	\$170.00	\$155.00	\$115.00	
Structural Engineering Assistance					
1. Project Coordination	24				\$5,160
2. Site Visit (one visit)	8	8		8	\$4,000
2. Cantilever Sidewalk and Foundation Design		12		24	\$4,800
3. Cantilever Sidewalk and Foundation Detailing		16		32	\$6,400
4. Cantilever Seawall Design		12		24	\$4,800
5. Cantilever Seawall Detailing		16		32	\$6,400
6. Deck Replacement Design		12		24	\$4,800
7. Deck Replacement Detailing		12		24	\$4,800
8. Culvert Area Deck Design		12		24	\$4,800
9. Culvert Area Deck Detailing		12		24	\$4,800
10. Cantilever Retaining Wall Design		12		24	\$4,800
11. Cantilever Retaining Wall Detailing		12		24	\$4,800
12. Cost Estimate & Technical GSP's	4	12		24	\$5,660
13. Review Comments & Minor Revisions	4	8		16	\$4,060
14. Minor Construction Phase Assistance	12	24		40	\$11,260
Subtotal	52	180	0	344	\$81,340
Direct Costs					
Mileage		\$87.50			\$88
Subconsultants		\$0.00			\$0
					\$88
Total for Structural Engineering Assistance					\$81,428



November 16, 2022

Mr. Patrick Skillings
Vice President
Skillings, Inc.
5016 Lacey Blvd SE
Lacey, WA 98503

Subject: Good Faith Asbestos and Lead Paint Inspection @ 1693/1699/1763/1777 Bay St, Port Orchard, WA 98366

NVL PROJECT # TBD

Dear Mr. Skillings,

NVL Labs is pleased to present this proposal for good faith asbestos and lead paint inspection prior to the impending demolition of the subject four single family homes.

NVL Labs is a leading Environmental Consulting Firm and EPA/AIHA Certified Laboratory in the Pacific Northwest for the last 27 years. Our team consists of experienced industrial hygienists, AHERA Building Inspectors, AHERA Project designer, WA / DOC Lead Inspectors and Risk Assessors, who are well versed with our client's project needs and regulatory requirements of the region. We take pride in providing environmental solutions to our client's project demands, from start to successful completion.

The inspection will include identification of suspect asbestos containing materials and lead paint only which will include limited destructive sampling to access suspect materials and no soft/limited demolition will be performed onsite.

This inspection will serve as a pre-demolition/renovation compliance requirements as below

Asbestos

- Washington Administrative Code (WAC) 296-62-07721 (b), WAC 296-155-755(9), "Good Faith Inspection".
- Puget Sound Clean Air Agency (PSCAA), Regulation III, Article 4

Lead

- Washington Administrative Code (WAC) 296-155-176 "Lead in Construction Standard." This standard applies to all construction work where employees may be occupationally exposed to Lead (Pb).

The property owner or owner’s agent must have an AHERA-certified building inspector survey the property, using random sampling procedures contained in 40 CFR 763.86, for asbestos and communicate the results to you, and to anyone who may come in contact with the material. A copy of the survey has to be placed at the job site for the duration of the project.

SCOPE OF WORK

Inspection and Laboratory Analysis

- Conduct good faith asbestos and lead paint inspection of four properties.
- Collect samples of suspect asbestos containing materials, as per 40 CFR 763.86
- Collect representative samples of painted components as per WAC 296-155-176.
- NVL Labs will not replace/repair surfaces/building components damaged during the inspection.
- Samples analyzed in a NVLAP accredited laboratory as specified by EPA
- Identify and quantify Asbestos Containing Material (ACM) for abatement bid specs
- Identify lead paint components.
- Provide final inspection report (1 report per property - electronically as pdf) to include documentation, pictures and discussion of the findings within 3-4 days after the completion of site inspection
- No hard copy will be mailed to the client. Additional hard copies if requested would be charged at \$40.00/copy.

COST ESTIMATE:

AHERA/Lead Building Inspector (Site Inspection, Report)	\$4850.00 (fixed)
*Bulk sample analysis for asbestos PLM analysis	80-90 samples @ \$15.00/sample
Paint chip sample analysis by FAA	12-15 samples @ \$25.00/sample
Mileage	50 miles/trip @ \$0.625/mile
Ferry	\$26.70/trip or as incurred
Estimated cost	\$6690.90 (quote valid for 30 days)
Estimated cost/property	\$1672.73

This estimate is based upon your project information and understanding of your project needs. Client will be billed for fixed inspection/report cost and actual number of samples analyzed by the laboratory.

We plan to utilize 2 inspectors to complete the site survey in 1 business day.

All samples would be analyzed on a 72 hours turn-around-time. Access to the building will be arranged by the client and/or client will escort Environmental Technician to the building.

Any additional accrued Technician time/mileage to complete the inspection per agreed upon schedule, due to delays not attributed to NVL Laboratories actions will be invoiced to the client, at the rates below.

AHERA Building Inspector	@ \$115.00/hour
Mileage	50 miles @ \$0.625/mile
Cancellations within 48 hours of scheduled site work	\$950.00 (fixed)

EXHIBIT E-3

GEOENGINEERS SCOPE OF SERVICES, CITY OF PORT ORCHARD MOSQUITO FLEET TRAIL IMPROVEMENTS. GEI PROJECT NO. 12309-023-00. NOVEMBER 17, 2022

Our proposed scope of services includes providing geotechnical explorations and design services and natural resources and environmental permitting assistance to Skillings for segments 6 through 11 of the previously named Mosquito Fleet Trail. We have coordinated and planned our subsurface explorations and design efforts expected in general accordance with project plan set "City of Port Orchard Pedestrian Enhancement Project Mosquito Fleet Trail prepared by N.L. Olson & Associates, Inc. and dated September 12, 2012. We include a general fee estimate in Table 1 below as an overview. We understand this will be contracted as a LAG agreement. We will provide documentation to support our estimate below in accordance with the LAG format. This fee may be subject to additional negotiation and/or modifications.

We have split our project into two phases. Our scope of services include:

- Phase 1 – Geotechnical Subsurface Investigations, Engineering, and Reporting
- Phase 2 – Natural Resources Consultation, Permitting, and Reporting

Our specific scope of services will consist of the following:

Phase 1 – Geotechnical Subsurface Investigation, Analyses and Reporting

Task 100. Subsurface Explorations and Field Effort

1. Complete a site visit to mark our exploration locations in preparation for utility locate and development of traffic control plans. We will locate borings to reduce conflicts with overhead and underground utilities and traffic disturbance. We will contact the "One-Call Underground Utility Locate Service" (required by law) prior to beginning explorations.
2. Subcontract a registered traffic control plan designer to develop traffic control plans for the exploration locations. Traffic control plans will be submitted to the City of Port Orchard as part of the right-of-way permit application. We anticipate that the permit fee will be waived or reimbursed by the City of Port Orchard. There may be an opportunity to reduce or eliminate these efforts, should the City of Port Orchard be able to coordinate street closures and other traffic elements. We expect that some of our fee would be reduced if we were to eliminate or reduce these efforts. We are open for discussion on this aspect of our work to best accommodate budget and time.
3. Explore subsurface conditions by advancing up to 10 borings at locations along the proposed pathway alignment. Borings will be completed using drilling equipment under subcontract to GeoEngineers. We anticipate individual boring depths will likely on the order of 10 to 20 feet below existing ground surface (bgs). We have budgeted for about 200 total lineal feet of drilling, and we anticipate the borings can be completed within three normal working days.
4. Exploration sample review and laboratory test selection. We will conduct geotechnical laboratory tests on selected soil samples obtained from our explorations. Our laboratory testing program will likely consist of moisture content determination, grain-size analyses and possibly Atterberg Limit determination.

Task 200. Engineering Analyses and Reporting

1. Provide a discussion of the surface and subsurface conditions encountered, including a discussion on groundwater.
2. Provide geotechnical seismic design criteria based on the 2018 International Building Code (IBC) guidelines, including site class. We will also provide our opinion on the risk of liquefaction, lateral spreading and surface fault rupture occurring at the site. If liquefiable soils are present at the site, we will provide general discussion on mitigation options for the project; however, additional explorations and analyses could be required.
3. Provide recommendations for site preparation and earthwork. We will discuss clearing and stripping, temporary and permanent cut slopes, suitability of on-site soils for use as structural fill, specifications for imported soil for use as structural fill, wet weather considerations for earthwork and fill placement and compaction requirements.
4. Provide recommendations for site drainage and control of groundwater that may be encountered.
5. Provide recommendations for design of shallow foundations and bearing or structure footing design. We will include: bearing surface preparation; removal of uncontrolled fill, soft, organic or otherwise unsuitable material; backfill compaction and drainage recommendations. We will include recommendations for allowable bearing capacity, estimates of settlement (total and differential) and lateral resistance.
6. Provide recommendations for design of helical pile and small pipe pile (i.e., pin pile) foundations. We will provide recommendations for axial loading conditions including allowable downward capacity, allowable uplift capacity and construction considerations. We have assumed that lateral capacity is not necessary at this time.
7. Provide recommendations for design of conventional retaining wall structures, including footing recommendations, estimated lateral earth pressures (seismic, active and passive), and drainage requirements. We will also recommend backfill material types and compaction requirements.
8. Provide recommendations for asphalt concrete pavement (ACP) section, including subgrade preparation, based on our experience and typical practice in this area.
9. Prepare a draft and a final geotechnical report presenting our findings, conclusions and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary logs of the explorations, geotechnical laboratory test results and appropriate figures. Our final report will consist of mutually agreed upon changes to the draft.
10. Attend meetings/correspond with the project team to discuss our geotechnical findings. We have allocated up to 5 hours of Associate and Project Engineer time for this task.

Phase 2 – Natural Resources and Permitting Support Services

Task 300. Meetings and Application Consistency Review

1. Provide a “consistency review(s)” of project plans and permit applications as related to the most recent NEPA update (2020) for the project. We will provide comments either within documents prepared for the project permits or in a summary email. We will attend up to 6 meetings including internal team meetings and 2 agency meetings and respond to permit questions by phone or email.

Assumptions

The scope of services provided above includes the following assumptions:

1. GeoEngineers will not be liable for damage to underground utilities not marked during the utility locating process.
 - a. For borings in developed areas, a private utility locator will be subcontracted, who will attempt to locate conductible underground utilities in the vicinity of our explorations which may not have been identified by the "One-Call" process.
 - b. For borings in public areas, we will review available project plans and coordinate with public locator personnel regarding utility locations and other possible conflicts.
 2. We anticipate that preparation of a street use permit and implementation of traffic control will be required to complete our borings. We have assumed that the permit fee will be waived or reimbursed by the City of Port Orchard.
 3. We anticipate our borings can be completed within three normal working days. We assume work can be completed during the normal work week without the need for evening or weekend work.
 4. Although we will take measures to limit disturbance, some signs of disturbance will remain after completion of our explorations. We expect that borings will be advanced in existing pavement areas. Borings will be backfilled per Washington State Department of Ecology regulations and surfaced with fast-setting concrete. We have not budgeted for repair of landscaping or reseeding.
 5. We have not included installation of wells as part of our exploration program.
 6. Soil cuttings generated from drilling will be temporarily stored in steel drums and hauled off site for disposal by the driller. We have assumed that drill cuttings will not be contaminated and can be disposed of at a standard landfill. If contamination is observed or discovered, we will leave the drums on or near the site and discuss next steps.
 7. If project plans change significantly after our explorations are completed, additional explorations not included in this proposal may be warranted to confirm that our interpretations and recommendations are appropriate.
 8. We assume that a NEPA update is not needed prior to completion of the project permitting.
 9. We assume we will provide reviews and comments, but will not be producing permit documentation for the project.
 10. We assume no fieldwork is needed for the permit support.
 11. We assume the City will provide readily available past documentation that has been prepared for the project.
-

TABLE 1. GENERAL OVERVIEW OF FEE ESTIMATE

Description of Services	Estimated Fee
Phase 1 – Geotechnical Subsurface Investigation, Analyses and Reporting	
<i>Task 100. Subsurface Explorations and Field Effort</i>	
Document Review, Field Safety Preparation, Subcontractor/Field Coordination, Permit Application and Project Management	\$5,700
Field Work, Including: “One-Call” locate mark and 3 working days of drilling, travel and equipment, Sample Review and Log Preparation	\$9,800
Subcontracted Drill Equipment and Operators for 3 working days	\$15,800
Subcontracted Traffic Control Services, Including: Traffic control plan preparation and flagging services for 3 working days	\$5,650
Subcontracted Private Utility Locate	\$500
<i>Estimated Subtotal for Task 100</i>	<i>\$37,450</i>
<i>Task 200. Engineering Analyses and Reporting</i>	
Geotechnical Laboratory Testing	\$2,600
Engineering Analysis and Design Recommendations	\$7,800
Geotechnical Report Preparation (Draft and Final)	\$7,900
Attend Project Meetings	\$2,650
<i>Estimated Subtotal for Task 200</i>	<i>\$20,950</i>
Estimated Total for Phase 1	\$58,400
Phase 2 – Natural Resources and Permitting Support Services	
Meetings and JARPA/NEPA consistency Review	\$10,000
Estimated Total for Phase 2	\$10,000
Estimated Total Project Budget	\$68,400

*Samples are collected per AHERA/PSCAA guidelines for asbestos surveys. For list of suspect building materials which needs to be sampled in a survey are listed here
<http://pscleanair.org/regulated/asbestos/66-149%20Asbestos%20Survey%20Guidance.pdf>

SCHEDULING

NVL Labs will be pleased to schedule this work upon receipt of both a signed authorization and standard terms and conditions, which are included as a part of this proposal.

LIMITATIONS

As hazardous materials investigations are intrinsically non-comprehensive, NVL Laboratories, Inc. cannot be held liable for materials which are hidden from sight, materials which cannot be found due to their obscure nature, or which otherwise cannot be discovered with reasonable diligence.

These services were requested by Mr. Patrick Skillings of Skillings Inc, who understands and agrees to the limitations herein listed. Moreover, the client/property owner agrees to hold harmless, defend, and indemnify NVL Laboratories for any damages, liabilities, or other circumstances as set forth in the attached Terms and Conditions. Signature of this document confirms that persons/corporations acting on the behalf of property owners have informed said owners of the above scope of services and confirmed their permission to proceed.

We appreciate the opportunity to offer our assistance. Please do not hesitate to contact us with any questions.

Sincerely,

NVL Laboratories, Inc.



Syed Hasan
Manager Field Services

Enc.: Terms & Conditions

APPROVED

SIGNATURE

(Print Name and Title)

(Company)

(Date)

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") 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 CFR 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 CFR 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 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.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 G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Port Orchard
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Skillings, Inc.

whose address is 5016 Lacey Blvd. SE, Lacey, WA 98503

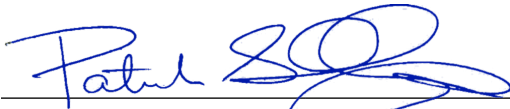
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Skillings, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/17/2022

Date

Agreement Number: C080-22

Exhibit G-1(b) Certification of

I hereby certify that I am the:

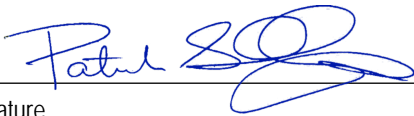
Robert Putaansuu, Mayor of the City of Port Orchard

Other

of the City of Port Orchard, and Skillings, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.



Signature

11/17/2022

Date

Agreement Number: C080-22

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Skillings, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/17/2022

Date

Agreement Number: C080-22

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

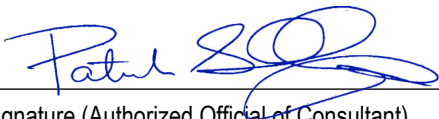
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Skillings, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/17/2022

Date

Agreement Number: C080-22

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of C-080-22 * are accurate, complete, and current as of November 9, 2022.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Skillings, Inc.



Signature

Vice President

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C080-22

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: C080-22

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: C080-22

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: C080-22

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.