



City of Port Orchard Council Meeting Agenda
February 14, 2023
6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Mark Trenary (Mayor Pro-Tempore)
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
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

Link: <https://us02web.zoom.us/j/86590452103>

Zoom Webinar ID: 865 9045 2103

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 Approving the Purchase of a Skid Steer Compact Track Loader for the Equipment Rental Revolving Fund 500 \(Lang\) Page 4](#)

D. [Adoption of a Resolution Approving an Intergovernmental Cooperative Purchasing Agreement with Purchasing Cooperative of America \(M. Brown\) Page 13](#)

E. [Adoption of a Resolution Approving the Purchase of Equipment for the Equipment Rental Revolving Fund 500 \(M. Brown\) Page 20](#)

- F. [Approval of an Agreement with Compulink and CDI to Purchase Laserfiche Annual Support, Updates and Additional Licenses](#) (Crocker) **Page 26**
- G. [Approval of Amendment No. 2 to Contract No. 018-20 with Coastal Custodial for Janitorial Services](#) (Lang) **Page 32**
- H. [Approval of the January 24, 2023, City Council Meeting Minutes](#) **Page 66**

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. [Adoption of an Ordinance Establishing a Low-Income Discount Utility Program](#) (Crocker) **Page 72**
- B. [Adoption of an Ordinance Amending Port Orchard Municipal Code Section 10.12.400 to Extend Payment Deadline for Parking Infractions](#) (Archer) **Page 76**
- C. [Adoption of an Ordinance Adopting Port Orchard Municipal Code Chapter 1.32, Setting the City’s Compost Procurement Policy Consistent with HB 1799](#) (Lang) **Page 80**
- D. [Approval of the 2023 Comprehensive Plan Amendment Docket](#) (Archer) **Page 85**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. [City Policy Requiring New Employees to be Vaccinated Against the COVID-19 Virus](#) (Lund) **Page 87**

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

| COMMITTEE MEETINGS | Date & Time | Location |
|----------------------------------|---------------------------|---------------|
| Economic Development and Tourism | February 27, 2023: 9:30am | Remote Access |
| Utilities | February 14, 2023; 5:00pm | Remote Access |
| Finance | February 21, 2023; 5:00pm | Remote Access |
| Transportation | February 28, 2023; 4:30pm | Remote Access |
| Festival of Chimes & Lights | February 27, 2023; 3:30pm | Remote Access |
| Land Use | March 15, 2023; 4:30pm | Remote Access |

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

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

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

| | | |
|---------------------------|------------------------|------------------|
| Lodging Tax Advisory | TBD, 2023 | Remote Access |
| Sewer Advisory | March 22, 2023; 5:00pm | Remote Access |
| Council Retreat | March 10, 2023; 9:00am | Council Chambers |
| Outside Agency Committees | Varies | Varies |

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City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4C
Subject: Adoption of a Resolution Approving the
Purchase of a Skid Steer Compact Track
Loader for the Equipment Rental Revolving
Fund 500

Meeting Date: February 14, 2023
Prepared by: Tony Lang
Public Works Director
Atty Routing No.: 366922-0009
Atty Review Date: February 3, 2023

Summary: A City Skid Steer Compact Track Loader, utilized by the Public Works department and funded by the Storm Drainage Utility Fund, is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process. The City Council adopted the 2023-2024 Biennial Budget, which included \$104,000.00 for the purchase of a replacement compact track loader (skid steer) from the Equipment Rental and Revolving Fund 500. The City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14), which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City’s Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City’s Public Works Department identified Pape Machinery an authorized John Deere Dealer and as an approved vendor for the Compact Track Loader, awarded via Sourcewell Contract No. 032119-JDC (Sourcewell Contract). Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract, confirmed the procurement requirements were met, and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

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

The equipment listed in the proposed resolution is a 2022 John Deere compact track loader. This will replace the John Deere skid steer track loader that was damaged in a fire on June 8, 2022. The City’s insurance carrier, Association of Washington Cities-RMSA, provided reimbursement in the amount of \$40,515.00 for the replacement of the skid steer as the equipment was declared a total loss. On January 13, 2023, Public Works staff requested and received a quote from Pape Machinery of \$93,842.88 (plus applicable tax), for a total purchase price of \$102,570.27. This equipment is within the limits of the Biennial Budget and meets the City’s fleet standardization policies.

The proposed Resolution is to provide the City Council’s approval of the equipment purchase in accordance with the procurement procedures established by the City Council.

Recommendation: Staff recommends approving Resolution No. 015-23, providing City Council approval of the purchase of vehicles and equipment in accordance with the City’s procurement policies, fleet standardization policies, and the 2023-2024 Biennial Budget.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to approve Resolution No. 015-23, approving the purchase of a compact track loader.

Fiscal Impact: Cost: \$ 102,570.27 including applicable tax. (500.10.594.31.60) \$40,515.00 was reimbursed to the City from the City's insurance carrier, Association of Washington Cities-RMSA, for replacement after the previous skid steer's fire and determination of a total loss.

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution No. 015-23
Pape Machinery/John Deere Proposal
Interlocal Agreement Checklist
ER&R Replacement or Addition Purchase Request

RESOLUTION NO. 015-23

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF A COMPACT TRACK LOADER (SKID STEER) FROM THE EQUIPMENT RENTAL REVOLVING FUND 500 AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, a City Skid Steer Compact Track Loader utilized by the Public Works Department and funded by the Storm Drainage Utility Fund is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

WHEREAS, the City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14) which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030; and

WHEREAS; consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City's Public Works Department identified Pape Machinery as an authorized John Deere Dealer and as an approved vendor for the desired Compact Track Loader, awarded via Sourcewell Contract No. 032119-JDC (Sourcewell Contract); and

WHEREAS, Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract, confirmed the procurement requirements were met, and obtained all necessary documentation from Sourcewell and the vendor regarding procurement; and

WHEREAS, on January 13, 2023, Public Works staff requested and received a quote for the item from Pape Machinery of \$93,842.88 (plus applicable tax), for a total purchase price of \$102,570.27; and

WHEREAS, on January 27, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

WHEREAS, the 2023-2024 Biennial Budget includes \$104,000.00 in Equipment Rental and Revolving Fund 500 (ER&R) for the purchases of the Compact Track Loader, respectively; and

WHEREAS, the City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more, and for unbudgeted purchases; and

WHEREAS, the Pape Machinery quote, attached as Exhibit A, is for the purchase of ER&R Equipment in an amount that exceeds the \$35,000 authorization limit; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase 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 the purchase from Pape Machinery in the amount of \$102,570.27 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase, consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 14th day of February 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



ER&R

Replacement or Addition
Purchase Request

RCW 43.19.648 – Requires all local governments to convert their vehicle fleets to electricity or biofuel. Local governments are required to transition all vehicles to electricity or biofuels to the extent practicable. WAC 194-29-030 provides further guidance regarding this issue. If it is not practical for local governments to use electricity or biofuel for police, fire or emergency response vehicles, including utility vehicles frequently used for emergency response, it is encouraged to consider alternate fuels and vehicle technologies to displace gasoline and diesel fuel use.

Please attach the quote for vehicle / equipment.

| Description of item: John Deere 331G Skid Steer Track Loader | | | | | | | |
|---|--|-------|--------|--------------|-----|--------|-------|
| Procurement method: Cooperative Purchasing- Sourcewell | | | | | | | |
| Department | | | | | | | |
| Water | Sewer | Storm | Street | Public Works | DCD | Police | Admin |
| | | X | | | | | |
| Addition or Replacement | | | | | | | |
| | Addition to Fleet - Please state business case for addition: | | | | | | |
| X | Replacement Vehicle / Equipment being replaced: #1064- skid steer (fire damage) | | | | | | |
| Fleet Standardization | | | | | | | |
| | Requested Vehicle / Equipment follows fleet standardization | | | | | | |
| | Requested Vehicle / Equipment DOES NOT follow Standardization. List items that are not fleet standard and reason for addition. | | | | | | |

| | |
|--------------|---|
| X | Requested Vehicle / Equipment does not have a standard |
| Cost | |
| \$102,570.27 | Fleet standard cost \$102,570.27 |
| \$1,500 | Additional cost for consideration and business case: CB radio- \$1,500 |
| | TOTAL \$104,070.27 |

STANDARDS FOR VEHICLES

Police Department Standard Vehicle

| Model | Chassis | Drive Train | Color | Graphics | Accessories |
|-------|---------|-------------|-------|----------------|-------------|
| Ford | Sedans | Automatic | Black | City Decal | Lights |
| | SUV | 2WD | | Vehicle Number | Radios |
| | | 4WD | | | Antennas |
| | | AWD | | | |

Public Works and Planning Standard Truck

| Model | Chassis | Cab Size | Drive Train | Color | Graphics | Accessories |
|-------|---------|----------|-------------|-------|--------------|-------------|
| Ford | 1/2 Ton | Regular | Automatic | White | City Logo | Lights |
| | 3/4 Ton | Extended | 2WD | | Truck Number | Radios |
| | 1 Ton | Crew Cab | 4WD | | | Antennas |
| | | | | | | Tool Boxes |

Administration and Planning Standard Vehicle

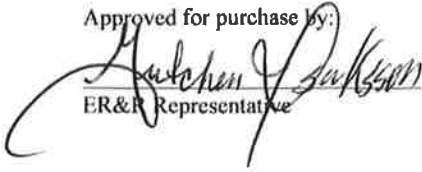
| Type | Chassis | Drive Train | Color | Graphics | Accessories |
|----------|---------|-------------|-------|----------------|-------------|
| Electric | Sedans | Automatic | White | City Logo | Lights |
| Biofuel | SUV | 2WD | | Vehicle Number | Radios |
| | | 4WD | | | Antennas |
| | | AWD | | | |

I have reviewed the vehicles / equipment listed above and request approval for purchase.

A. T. Z
Department Director

1/17/2023
Date

Approved for purchase by:


ER&R Representative

4/27/23
Date

NUMBER

| BILL TO | | SIC Code: _____ | | | SHIP TO | | Name: <u>City of Port Orchard</u> | | |
|--|--|--|-------|---------------|--|--------------------------|--|--------------------------|--------------------------|
| Buyer: <u>City of Port Orchard</u> | | Address: <u>216 Prospect St.</u> | | | Address: <u>216 Prospect St.</u> | | City, State: <u>Port Orchard, WA</u> Zip: <u>98366</u> | | |
| Address: <u>216 Prospect St.</u> | | City: <u>Port Orchard</u> State: <u>WA</u> Zip: <u>98366</u> | | | County: <u>Kitsap</u> | | DELIVERY DATE (EST): _____ | | |
| City: <u>Port Orchard</u> State: <u>WA</u> Zip: <u>98366</u> | | Customer No.: _____ | | | P.O. No. _____ | | | | |
| County: <u>Kitsap</u> | | Ph. No. _____ Fax No. _____ | | | | | | | |
| EQUIPMENT | MAKE | MODEL | 331G | EQUIP.# | TRANSACTION | | INVENTORY | | |
| | | | | | SALE | RPO | NEW | USED | RENT |
| John Deere | | SER.# | TBD | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Description: <u>2022 JOHN DEERE 331G COMPACT TRACK LOADER WITH SEVERE DUTY DOOR/REAR GRILL</u> | | | | | | | \$120,766.00 | | |
| SOURCEWELL DISCOUNT 32% CONTRACT #032119-JDC | | | | | | | -\$38,645.12 | | |
| SEVERE DUTY FORESTRY PACKAGE | | | | | | | \$7,272.00 | | |
| FACTORY FREIGHT, PRE DELIVERY INSPECTION, DELIVERY | | | | | | | \$4,450.00 | | |
| Attachments: _____ | | | | | | | | | |
| Del'y / F.O.B. _____ | | | | | | | AGREED PRICE \$ \$93,842.88 | | |
| TRADE | YEAR | MAKE | MODEL | SERIAL NUMBER | If Tax Exempt, Provide Certificate or enter Rate Below | | | | |
| NA | | | | | Sales Tax (%) | | \$0.00 | | |
| Lienholder: _____ | | | | | Total Price | | \$93,842.88 | | |
| Trade-in Allowance: <u>\$0.00</u> Less (Est.) Payoff: <u>\$0.00</u> | | | | | Net Trade in | | -\$0.00 | | |
| BILL OF SALE: FOR TRADE -IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBERANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/ OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE. BUYER'S SIGNATURE: X | | | | | Sales Tax (<u>9.3</u> %) | | \$8,727.39 | | |
| | | | | | | | \$102,570.27 | | |
| | | | | | Down Payment | | -\$0.00 | | |
| FINANCE | <input type="checkbox"/> FINANCED <input type="checkbox"/> ON ACCOUNT <input checked="" type="checkbox"/> CASH/COD | | | | Sourcewell Fee | | | | |
| TERMS (SUBJECT TO APPROVAL): _____ | | | | | Rental Service Fee | | \$0.00 | | |
| | | | | | Amount to Finance | | \$102,570.27 | | |
| | | | | | Length of Term | | | | |
| | | | | | Est. PMT. W/ Ins. | | | | |
| INSURANCE AGENT: _____ | | | | | Est. Pmt. W/O Ins. | | | | |
| WARRANTY | <input checked="" type="checkbox"/> NEW BASIC _____ (DESCRIBE) | | | | <input type="checkbox"/> AS IS / NO WARRANTY | | | | |
| | <input type="checkbox"/> NEW EXTENDED _____ (DESCRIBE) | | | | <input type="checkbox"/> USED _____ (DESCRIBE) | | | | |
| This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof. | | | | | | | | | |
| PAPÉ MACHINERY, Inc. (Store Address): <u>3607 - 20TH STREET EAST TACOMA, WA 98424</u> | | | | | BUYER By: <u>[Signature]</u> Title: <u>PW Director</u> By: _____ Title: _____ | | | | |
| By: <u>AARON CUSICK</u> (253) 922-8718 Title: <u>Territory Mgr</u> Date: _____ | | | | | Date: _____ | | | | |



TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4D
Subject: Adoption of a Resolution Approving an
Intergovernmental Cooperative Purchasing
Agreement with Purchasing Cooperative
of America

Meeting Date: February 14, 2023
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: 366922-0012 – PD
Atty Review Date: January 24, 2023

Summary: In 2022, the Port Orchard Police Department recognized the need to replace its aging inventory of patrol rifle systems. The replacement would include rifles, optics, and the addition of a sound suppression system to provide auditory protection to employees. Staff located the desired patrol rifle systems for purchase through a cooperative purchasing agency: the Purchasing Cooperative of America (PCA), formed in 2014 in The Woodlands, Texas. PCA is a purchasing cooperative to assist public agencies across the country in reducing the cost of purchased goods and services through pooling the purchasing power of public agencies nationwide. Members of PCA include the City of Tacoma and a number of school districts in Washington.

Pursuant to the provisions of RCW 39.24, the City of Port Orchard may enter into intergovernmental cooperative purchasing agreements with other public agencies to cooperatively purchase or acquire supplies, equipment, material, and services. Staff conducted research and confirmed that PCA meets the needs of the City and meets the requirements of both RCW 39.24 and the parallel procurement regulations in the host state of Texas.

Entering into an intergovernmental agreement with the PCA will allow the police department to purchase much needed patrol rifle systems and enable the City to utilize PCA for future purchases. Participation in the intergovernmental agreement will not cancel any existing agreements with the Washington State Department of Enterprise Services and will provide an additional option for all City departments.

This is a no-cost agreement that will be automatically renewed annually until terminated by either party.

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the City of Port Orchard to enter into an Interlocal Purchasing Agreement with the Purchasing Cooperative of America.

Relationship to Comprehensive Plan: N/A.

Motion for consideration: I move to adopt a Resolution authorizing the City of Port Orchard to enter into an Interlocal Purchasing Agreement with the Purchasing Cooperative of America.

Fiscal Impact: None (all purchases will be submitted to Council, in accordance with existing procedures).

Alternatives: Not authorize the Resolution and provide further guidance.

Attachments: Resolution
Purchasing Cooperative of America Interlocal Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN PURCHASING COOPERATIVE OF AMERICA (PCA) AND THE CITY OF PORT ORCHARD, PURSUANT TO CHAPTER 39.34 RCW.

WHEREAS, pursuant to the provisions of RCW 39.34, the City of Port Orchard may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to cooperatively purchase or acquire supplies, equipment, materials and services; and

WHEREAS, the Purchasing Cooperative of America (PCA) is a national purchasing cooperative, established in 2014 in The Woodlands, Texas; and

WHEREAS, PCA hosts a purchasing cooperative to assist public agencies across the country in reducing the cost of purchased goods and services through pooling the purchasing power of public agencies nationwide; and

WHEREAS, RCW 39.34 authorizes cooperative purchasing for public procurement units including agencies that are outside of Washington; and

WHEREAS, consistent with Chapter 39.34 RCW, the Interlocal Cooperation Act, the City of Port Orchard desires to enter into an Interlocal Purchasing Agreement with PCA; and

WHEREAS, this is a no cost agreement that will be automatically renewed annually until terminated by either party; and

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to enter into the Agreement with PCA, attached hereto as Exhibit A and incorporated herein by this reference; now, therefore,

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

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

THAT: The City Council approves of and authorizes the Mayor to execute the Intergovernmental Cooperative Purchasing Agreement with PCA, attached hereto as Exhibit A and incorporated herein by this reference.

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

THAT: Pursuant to RCW 39.34.040, once this Agreement has been executed by both Port Orchard and PCA, the City Clerk is directed to post a copy of this Agreement on the City's website.

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 14th day of February 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services (“Agreement”) is entered into by and between _____
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

(“PCA Member”, “Party”), a governmental entity, and Purchasing Cooperative of America (“PCA”, “Party”) on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America (“PCA”) cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the “Parties”.

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov’t. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members’ requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes “Purchasing Cooperative of America” or “PCA” and the “Contract Number”.
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member’s use of PCA contracts shall be governed by the laws of the State of _____, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is _____.
(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. “As is” Contracts. PCA makes PCA contracts available to the PCA Member “as is” and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

PCA Member Organization Name

Authorized Signature

Printed Name

Title _____

Date _____

Designated Contact _____

Title _____

Phone _____

Email _____

Purchasing Cooperative of America

PCA Authorized Signature

Printed Name

Title _____

Date _____

Phone _____

Email _____

Main PCA Email pcamerica@pcamerica.org



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4E
Subject: Adoption of a Resolution Approving the
Purchase of Equipment for the
Equipment Rental Revolving Fund 500

Meeting Date: February 14, 2023
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: 366922-0012 – PD
Atty Review Date: February 9, 2023

Summary: The Police Department has identified new equipment necessary for continued operations in 2023. In particular, staff identified the need to purchase five (5) emergency response vehicles (scheduled for replacement in 2023 from the Equipment Rental and Revolving Fund (“ER&R”)). The 2023-2024 budget includes \$603,000 for the purchase of these vehicles through the ER&R Fund.

Consistent with the City’s Procurement Procedures Policies adopted by Resolution No. 036-22, as amended, staff determined that purchasing through a contract procured by the Arizona State Department of Administration (“ADA”) would provide the City with competitive pricing for these purchases. The City maintains an interlocal agreement with the ADA to permit the City to purchase goods that are procured by ADA (“Contract No. C115-22”). For this purchase the City’s Police Department identified PFVT Motors, Inc., as an approved vendor via ADA Contract No. CTR059322 (“ADA Contract”). Staff reviewed the procurement process utilized by ADA for the ADA Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation regarding procurement.

On December 5, 2022, staff requested and received a quote of \$51,250.00 (applicable tax not included) from PFVT Motors, Inc., for one (1) 2023 Ford Police Interceptor Utility. The total purchase price for five (5) vehicles would be \$256,250 (applicable tax not included). The estimated tax of 9.3% (\$23,831.25) would be paid upon licensing the vehicles in Washington State.

Further, staff have identified additional expenses associated with emergency response vehicles that are anticipated after delivery of the vehicle and are necessary to prepare the vehicle for service. These expenses include licensing, the purchase/installation of emergency lighting and equipment, and City logo decals. These items are all estimated to cost up to \$20,000 per vehicle dependent upon the vehicle outfitting (within the \$603,000 ER&R budget authority for the patrol vehicle purchase). These items are not included in the ADA Contract. Staff has followed the City’s Procurement Policies for these items and has a current vendor contract.

The City’s Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more. On February 8, 2023, staff completed the Interlocal Agreement Purchase Checklist for PVFT Motors, Inc., and confirmed this purchase meets RCW 39.34.030 and the City’s Procurement Policies.

Recommendation: Staff recommends approving a resolution, providing City Council approval of the purchase of vehicles from PVFT Motors, Inc., under ADA Contract No. CTR059322.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt a resolution, providing City Council approval of the purchase of vehicles from PVFT Motors, Inc., under ADA Contract No. CTR059322, and authorizing the Mayor to execute all necessary documents to effectuate the purchase.”

Fiscal Impact: \$280,081.25, including estimated applicable sales tax. Outfitting of the vehicle and miscellaneous expenses up to \$100,000 are included in the 2023-2024 Budget (500.10.594.21.60).

Licensing/emergency lighting and equipment/logo decals (not included in this approval but listed as a component cost of the emergency response vehicles for transparency): \$100,000. Again, outfitting of the vehicle and miscellaneous expenses up to \$100,000 are included in the 2023-2024 Budget (500.10.594.21.60). These costs were separately approved by the City Council via Contract No. 017-23.

Total Estimated Cost of emergency response vehicles and all related equipment/items:
\$380,081.25

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution
Exhibit A: Quote from PVFT Motors, Inc.
ILA Checklist

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING THE PURCHASE OF EMERGENCY RESPONSE VEHICLES FROM THE EQUIPMENT RENTAL REVOLVING FUND 500 AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, five (5) emergency response vehicles are scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

WHEREAS, the City has an interlocal agreement with Arizona State Department of Administration (ADA) (City Contract No. C115-22) which allows the City to utilize the contracts procured by ADA for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the particular purchase or service, per RCW 39.34.030; and

WHEREAS; consistent with City Contract No. C115-22 and the City's Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City's Police Department identified PFVT Motors, Inc., as an approved vendor for the emergency response vehicles, awarded via ADA Contract No. CTR059322 (ADA Contract); and

WHEREAS, Staff reviewed the procurement process utilized by the ADA for the ADA Contract, confirmed the procurement requirements were met, and obtained all necessary documentation from DES and the vendor regarding procurement; and

WHEREAS, on December 5, 2022, staff requested and received a quote from PFVT Motors, Inc., of \$51,250.00 (applicable tax not included) for one vehicle, for a total purchase price for five vehicles of \$256,250 (applicable tax not include). The estimated tax of 9.3% (\$23,831.25) will be paid upon licensing the vehicles in Washington State; and

WHEREAS, on February 8, 2023, the City's Police Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the ADA Contract; and

WHEREAS, the 2023-2024 Biennial Budget includes \$603,00 in Equipment Rental and Revolving Fund 500 (ER&R) for the purchase of five (5) emergency response vehicles; and

WHEREAS, the City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more and for unbudgeted purchases; and

WHEREAS, the PFVT Motors, Inc., quote, attached as Exhibit A, is for the purchase of ER&R Equipment in an amount that exceeds the \$35,000 authorization limit; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase 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 the purchase from PFVT Motors, Inc., of five (5) Police Interceptor Utility vehicles in the amount of \$256,250.00 (applicable tax not included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase, including the payment of all applicable taxes and licensing fees, consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 14th day of February 2023.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: 115-22

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name):
Arizona Department of Administration

Item Description: Ford Police Interceptor Utility vehicles

Do you have an Interlocal agreement signed with the Contract (host) Agency?

- If yes, where is it filed: Clerks Office
- If no, get a mutually signed Agreement in place before you continue.

ADA Contract No.: Contract No. CTR059322

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- If yes, do your own rules allow for technology contracts to be negotiated?
- If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- If yes, do your own rules allow services to be negotiated?
- If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.
- If no, complete the remainder of the checklist.

Checklist for Required Compliance

| | | | |
|--|---|-----------------------------|---|
| Is the Host agency a public agency ¹ ? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | If Yes, what state laws apply to Host Agency: <u>Arizona</u> |
| Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | See RFP on file. |
| Did they list on the public agency's website? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | See RFP on file. |
| Did the bid & award comply with the Host agency's state procurement laws? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | See documentation on file. |

¹ RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



PFVT MOTORS, INC.

CONTRACT NUMBER: CTR059322

QUOTE DATE: 12/5/2022

CUSTOMER:

CONTACT:

E-MAIL:

SANDRA GONZALEZ

9130 West Bell Road

Peoria, Arizona 85382

Direct: 480-696-5930

Cell: 505-850-5504

Fax: 480-393-5536

Email: sgonzalez@peoriaford.com

**REFERENCE: 2023 PIU
ECOBOOST**

LEAD TIME: TBD

| LINE ITEM | ORDER CODE | DESCRIPTION | PRICE |
|--------------------------|------------|---|--------------|
| 1 | K8A | 2023 FORD POLICE INTERCEPTOR UTILITY -3.0 V6 ECOBOOST ENGINE | \$ 51,245.00 |
| 2 | 86T | TAIL LAMP HOUSING | INC |
| 3 | 63B | SIDE MARKER LED | INC |
| 4 | 60A | PREWIRE FOR GRILL LIGHTS AND SIREN | INC |
| 6 | 17T | CARGO LAMP RED/WHITE | INC |
| 7 | 43D | DARK CAR FEATURE | INC |
| 8 | 47A | ENGINE IDLE FEATURE | INC |
| 9 | 52P | HIDDEN DOOR LOCK/REAR INOP | INC |
| 10 | 86T | REAR TAILMP HOUSING | INC |
| 11 | 68B | POLICE PERIMETER ALERT | INC |
| 12 | 76P | PRE-COLLISION ASSIST | INC |
| 13 | 55F | KEYLESS ENTRY | INC |
| 14 | 85R | REAR CONSOLE PLATE | INC |
| 15 | 51T | SPOTLAMP WHELEN DRIVER | INC |
| 16 | 76D | UNDERBODY DEFLECTOR PLATE | INC |
| 17 | 85S | REAR CENTER SEAT DELETE | INC |
| 18 | 60R | NOISE SUPPRESSION STRAP | INC |
| 19 | 19K | H8 AGM BATTERY UPGRADE | INC |
| 20 | 61B | OBD SPLITTER | INC |
| | | | \$ - |
| TAXABLE TOTAL | | | \$ 51,245.00 |
| SALES TAX | | | \$ - |
| WARRANTY COST | | | \$ - |
| TIRE TAX | | | \$ 5.00 |
| FREIGHT | | | NO CHARGE |
| TOTAL PER UNIT | | | \$ 51,250.00 |
| QUANTITY OF UNITS | | | 1 |
| PO TOTAL | | | \$ 51,250.00 |

THANK YOU FOR YOUR BUSINESS!



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4F
Subject: Approval of an Agreement with Compulink
and CDI to Purchase Laserfiche Annual
Support, Updates and Additional Licenses

Meeting Date: February 14, 2023
Prepared by: Noah Crocker
Finance Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City of Port Orchard currently uses Laserfiche to store and index official records and organizational documents. Laserfiche integrates with applications from various departments and allows for public transparency through the City website electronic records library. It offers document scanning and data capture, search features, metadata modification, forms, and workflow automation tools. The City currently has a 10 concurrent Public Portal license for citizens, and usage has increased since initial adoption of the software.

In a continual effort to organize and archive City records into a standardized content management system, the City will need to renew its annual support and licensing agreement, and increase the public portal licensing.

Attached are purchase orders for the annual renewal and additional user licenses, to include support and maintenance services.

Recommendation: Staff recommends approving the Mayor to sign the attached purchase order.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to authorize the mayor to enter into an agreement with Compulink Management Center, Inc. dba Laserfiche, and its reseller Cities Digital, Inc. (CDI), to purchase Laserfiche Annual Support and Updates, and additional Public Portal licenses, not to exceed \$30,000 plus applicable taxes.”

Fiscal Impact: Included in the 2023-2024 Biennial Budget \$30,000

Alternatives: Do not approve and provide alternative guidance.

Attachment: Purchase Order, Quote

City of Port Orchard

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

PURCHASE ORDER

Compulink Management Center, Inc. dba Laserfiche
 3443 Long Beach Blvd
 Long Beach, CA 90807

P.O. No. 008-23

Date: February 3, 2023

Ship To:

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

Bill To:

Attn: Accounts Payable
 City of Port Orchard
 216 Prospect Street
 Port Orchard, WA 98366
 ap@portorchardwa.gov

Ordered By:

Noah Crocker
 Finance Department

Authorized Signature:

Brandy Wallace
 City Clerk or Authorized Representative Signature

| Qty | | Unit Price | Total |
|-----|--|-------------|-------------|
| | Laserfiche Annual Support and Updates | \$11,770.82 | \$11,770.82 |
| | | | |
| | | | |
| | WA State DES State Contract # 07814-001 | | |
| | | | |
| | **Please see attached Estimate # 1355 for more information* | | |
| | | | |
| | | | |
| | IF TOTAL COST IS OVER \$7,500.00 ATTACH PROCUREMENT DOCUMENTS | | |

| | |
|----------------------------------|-----|
| THIS ORDER IS A CONFIRMATION | Yes |
| THIS ORDER IS NOT A CONFIRMATION | |
| ACCOUNT CODE | |

| | |
|------------------|-------------|
| Subtotal | \$11,770.82 |
| Sales Tax (9.3%) | \$1,094.69 |
| | |
| Bal Due | \$12,865.51 |

Cities Digital, Inc. "CDI"
 2000 O'NEIL ROAD #150
 HUDSON, WI 54016 US
 855-714-2800
 sales@cdi.support
 www.cdi.support



ADDRESS

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

Estimate 1355

DATE 01/19/2023

SALES REP

None

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|---------|--|-----|----------|-----------|
| | LASERFICHE ANNUAL SUPPORT AND UPDATES | | | |
| | Renewal Period: 04/12/23-04/11/24 | | | |
| MSE35B | Laserfiche Avante Records Management Edition Server for MS SQL Annual Maintenance | 1 | 2,297.31 | 2,297.31T |
| MATX16B | Laserfiche Advanced Audit Trail with Watermark Annual Maintenance | 17 | 20.88 | 354.96T |
| MFRM16B | Laserfiche Forms Professional Annual Maintenance(Allows form creation and submission as well as the ability to participate in routing for all licensed users.) | 17 | 10.44 | 177.48T |
| MNF16B | Laserfiche Avante Full Named User with Web Access, Mobile, Snapshot, E-mail and Forms Essentials Annual Maintenance | 17 | 125.31 | 2,130.27T |
| MCA01B | Laserfiche Avante Import Agent Annual Maintenance | 1 | 407.25 | 407.25T |
| MPARB | Laserfiche Avante Participant Users Annual Maintenance | 7 | 70.00 | 490.00T |
| MPFRMB | Laserfiche Avante Forms Portal Annual Maintenance | 1 | 1,670.77 | 1,670.77T |
| MPP1B | Laserfiche Starter Public Portal (10 concurrent read only users) Annual Maintenance | 1 | 3,132.70 | 3,132.70T |

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|----------------|---|-----|--------|---------|
| MCQC3B | Laserfiche Avante Zone OCR Validation Package Annual Maintenance | 1 | 584.77 | 584.77T |
| MCQ01B | Laserfiche Avante Quick Fields Annual Maintenance | 1 | 125.31 | 125.31T |
| CD7022S | Cities Digital DocuSign Integration with Workflow Activities (Create, Update, Retrieve, Search, and Delete Entities) Annual Maintenance | 1 | 400.00 | 400.00T |

CURRENT SUPPORT EXPIRES:
04/11/23

SUBTOTAL 11,770.82

TAX 1,094.69

TOTAL \$12,865.51

Accepted By

Accepted Date

City of Port Orchard

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

PURCHASE ORDER

CDI
 192 Nickerson St Suite 201
 Seattle, WA 98109
 855.714.2800

P.O. No. 009-23
Date: February 7, 2023

Bill To:

Attn: Accounts Payable
 City of Port Orchard
 216 Prospect Street
 Port Orchard, WA 98366
 ap@portorchardwa.gov

Ship To:

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

Ordered By:

Sean Dunham
 Finance Department

Authorized Signature:

Jenine Flagg
 City Clerk or Authorized Representative Signature

| Qty | | Unit Price | Total |
|-----|--|-------------|-------------|
| | Additional Laserfiche User Licenses | | |
| | Software | \$11,105.85 | \$11,105.85 |
| | Maintenance | \$2,677.62 | \$2,677.62 |
| | | | |
| | | | |
| | | | |
| | **Please see attached Quote # 685557v.2 for more information* | | |
| | | | |
| | | | |
| | IF TOTAL COST IS OVER \$7,500.00 ATTACH PROCUREMENT DOCUMENTS | | |

| | |
|---|------------|
| THIS ORDER IS A CONFIRMATION | Yes |
| THIS ORDER IS NOT A CONFIRMATION | |
| ACCOUNT CODE | |

| | |
|-------------------------|-------------|
| Subtotal | \$13,783.47 |
| Sales Tax (9.3%) | \$1,281.86 |
| | |
| Bal Due | \$15,065.33 |



David Weivoda
 CDI
 192 Nickerson St. Suite 201
 Seattle, WA 98109

Prepared for: City of Port Orchard
 Quote #: 685557v.2
 Quote Date: 1/30/2023

Annual Breakdown

| | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------------|-------------|------------|------------|------------|
| Total Software | \$11,105.85 | - | - | - |
| Total Maintenance | \$2,677.62 | \$2,221.17 | \$2,221.17 | \$2,221.17 |
| *TOTAL | \$13,783.47 | \$2,221.17 | \$2,221.17 | \$2,221.17 |
| <i>*Tax not included</i> | | | | |

Software & Annual Maintenance

| Product | Software Quantity | Soft. Unit Cost | Maint. Unit Cost | Total |
|--|-------------------|-----------------|------------------|--------------------|
| Laserfiche Avante Starter Public Portal Includes 10 concurrent retrieval connections through Laserfiche WebLink. (MPP1) - <i>One-Time Trade in Credit for Software and remaining Maintenance</i> | 1.00 | -\$15,000.00 | -\$3,000.00 | -\$18,616.50 |
| Laserfiche Avante Standard Public Portal Includes 25 concurrent retrieval connections through Laserfiche WebLink. (MPPS) | 1.00 | \$26,105.85 | \$5,221.17 | \$32,399.97 |
| | | | Software: | \$11,105.85 |
| | | | Maintenance: | \$2,677.62 |
| | | | Tax: | \$1,281.86 |
| | | | Total: | \$15,065.33 |



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 4G</u> | Meeting Date: | <u>February 14, 2023</u> |
| Subject: | <u>Approval of Amendment No. 2 to Contract</u> | Prepared by: | <u>Tony Lang</u> |
| | <u>No. 018-20 with Coastal Custodial for</u> | | <u>Public Works Director</u> |
| | <u>Janitorial Services</u> | Atty Routing No.: | <u>366922-0009 – PW</u> |
| | | Atty Review Date: | <u>February 4, 2023</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 was amended November 22, 2022, to extend the duration of the contract to December 31, 2022, and adjust the contract total based on the extension. On December 20, 2022, Council authorized the Mayor to lease Commercial Office Space at 600 Kitsap Street for additional space for City staff. The City requires janitorial services (within the scope of the initial procurement) to maintain this leased space. The City and the Vendor have conferred and agreed to increase the Vendor’s agreement by \$16,950.00 in anticipation of the additional work due to the leased office space. If approved by Council, janitorial services at 600 Kitsap are expected to begin March 1, 2023, and continue through the duration of the Agreement. 2023 monthly and quarterly services are calculated at a prorated cost, the yearly service remains at the full annual total. 2023 (March through December) = \$7,725.00. 2024 (January through December) = \$9,225.00. The total contract price is increased by \$16,950.00. Amendment No. 2 would increase Contract C018-20 from \$311,769.12 to \$328,719.12.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the adoption of a resolution authorizing the Mayor to execute Amendment No. 2 to Contract No. C018-20 with Coastal Custodial increasing the contract amount to \$328,719.12.

Motion for Consideration: I move to adopt a resolution authorizing the Mayor to execute Amendment No. 2 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. However, a budget amendment will be needed.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Amendment No. 2
Revised Exhibit A
Copy of Contract C018-20

AMENDMENT NO. 2 TO CONTRACT NO. C018-20
CITY OF PORT ORCHARD ORDINARY MAINTENANCE AGREEMENT WITH
COASTAL CUSTODIAL

THIS AMENDMENT No. 2 (“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, on the 22nd day of November 2022, Port Orchard City Council approved an amendment to extend the duration of the agreement and update the billing rates; and

WHEREAS, the City has leased office space at 600 Kitsap Street and janitorial services for this City facility are necessary; and

WHEREAS, the Vendor and the City have conferred and agree to increase the amount of the Agreement to include the janitorial service for this location by the revised Exhibit A, attached herewith; and

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

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

SECOND AMENDMENT TO AGREEMENT:

1. **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.

2. **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.

3. **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.

4. **Effective date.** This Amendment shall be effective as of **February 14, 2023.**

DATED this 14 day of February 2023.

CITY OF PORT ORCHARD, WASHINGTON

Vendor

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

SUPPLIES

Cost Markup (max 10%)
Actual 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 \$ ##### | 12 | \$40,894.56 \$ ##### |
| <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 \$ ##### | 4 | \$2,100.00 \$ ##### |
| <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) | \$525.00 \$ ##### | 1 | \$525.00 \$ ##### |
| City Hall Yearly Grand Total | | | \$ ##### \$43,519.56 |

600 KITSAP ST (101/201)

Leased Unit

| • Monthly | Charge | QTY | Yearly Total |
|--|------------------|-----|-------------------|
| Monthly charge for Janitorial services per Schedule listed. | <u>\$ 675.00</u> | 12 | <u>\$8,100.00</u> |
| | | | |
| • Quarterly | | | |
| Quarterly charge for Janitorial services Listed under "Quarterly" | <u>\$225.00</u> | 4 | <u>\$900.00</u> |
| | | | |
| • Yearly | | | |
| Yearly charge for Janitorial services Listed under "Yearly" | <u>\$225.00</u> | 1 | <u>\$225.00</u> |
| Yearly Grand Total: | | | <u>\$9,225.00</u> |

**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 ##### \$ <u>515.00</u> | 12 | \$8,700.00 ##### \$ <u>6180.00</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) | \$165.00 ##### \$ <u>125.00</u> | 4 | \$660.00 ##### \$ <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) | \$165.00 ##### \$ <u>125.00</u> | 1 | \$165.00 ##### \$ <u>125.00</u> |
| Department of Community Development Yearly Grand Total | | | \$9,525.00 ##### \$ <u>7805.00</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) | \$775.00 ##### <u>\$ 575.00</u> | 12 | \$9,300.00 ##### <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) | \$230.00 ##### <u>\$ 130.00</u> | 4 | \$920.00 ##### <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) | \$230.00 ##### <u>\$ 130.00</u> | 1 | \$230.00 ##### <u>\$ 130.00</u> |
| <p>Public Works Shop Yearly Grand Total</p> | | | ##### <u>\$ 6,730.00</u> \$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 \$ ##### | 12 | \$9,300.00 \$ ##### |
| <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 \$ ##### | 4 | \$700.00 \$ ##### |
| <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 \$ ##### | 1 | \$175.00 \$ ##### |
| Active Club Yearly Grand Total | | | \$ ##### \$10,175.00 |
| Yearly Total for All Facilities (add all the Yearly Grand Totals from above) | | | \$ ##### \$82,894.56 |

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

Exhibit A

SCOPE OF SERVICES FOR 600 KITSAP ST (UNITS 101/201)

MAINTENANCE HOURS

Leased units are available as follows:

1. 1st floor – Unit 101
 - a. 1st floor is available for cleaning Monday thru Friday between 4:30 p.m. and 8:00 a.m.
2. 2nd floor (Police Dept) – Unit 201
 - a. 2nd floor is available for cleaning Monday thru Friday between 8:00 a.m. to 4:30 p.m.
 - i. If the unit is not staffed at the time of cleaning, the janitor may disregard that day's scope of work and perform those duties on the next scheduled cleaning day.

CITY OBSERVED HOLIDAYS

Services shall not be performed on the following observed holidays. When a holiday falls on a regular cleaning day, the 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
- Juneteenth
- 4th of July
- Labor Day
- Veteran's day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 25th

AREAS TO BE CLEANED

1. 1st floor – Unit 101
All areas except locked rooms
2. 2nd floor (Police Department) – Unit 201
All areas except locked rooms

CLEANING SCOPE OF WORK

Monthly

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 in front of the entrance to each unit.
4. Damp clean tables and counters using sanitizer.
5. Clean and sanitize all sinks and countertops in kitchen/breakrooms.

Three days a week:

1. Vacuum carpeted areas, move 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 (If applicable).

One day a week:

1. Clean interior and exterior glass doors on all entrances to the units.
2. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and railings.

Restroom – 2nd floor only. 1st floor restroom is maintained by the landlord.

NOTE: Cleaning tools used in restroom 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).

When quarterly and yearly tasks are completed, a 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 an appropriate manner (Vacuum, wash, dust), all window blinds.
2. Window Cleaning – All interior and exterior windows of each unit.

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.

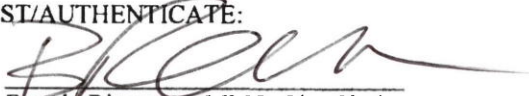
CITY OF PORT ORCHARD,
WASHINGTON

By: 
Robert Putaansuu, Mayor

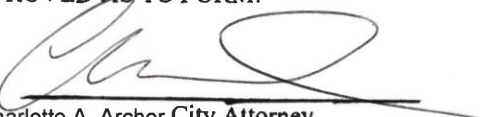
VENDOR

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 Actual Markup (max 10%)
10 %

CITY HALL
 216 Prospect Street

| | Charge | Quantity | Yearly Total |
|--|--------------------|----------|---------------------|
| <ul style="list-style-type: none"> <p>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)</p> | \$ <u>2,600.00</u> | 12 | \$ <u>31,200.00</u> |
| <ul style="list-style-type: none"> <p>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)</p> | \$ <u>400.00</u> | 4 | \$ <u>1,600.00</u> |
| <ul style="list-style-type: none"> <p>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)</p> | \$ <u>400.00</u> | 1 | \$ <u>1,600.00</u> |
| <p>City Hall Yearly Grand Total</p> | | | \$ <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
Council Meeting Minutes
Regular Meeting of January 24, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

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

Staff present: Public Works Director Lang, Finance Director Crocker, Community Development Director Bond, City Attorney Archer, Police Chief Brown, HR Manager Lund, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp: 00:35)

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

2. APPROVAL OF AGENDA (Time Stamp: 00:56)

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

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 01:28)

Amy Durgin explained her concerns on rates of apartments buildings and asked if the City is doing enough to provide affordable homes. Rents are very high right now.

Danielle Rimbart discussed tax exemptions, average income for Port Orchard citizens and asked Council to take into consideration single mothers, people with disabilities and elderly people.

A Port Orchard citizen spoke to his background and how he came to Port Orchard. He also mentioned lack of resources for people who could have an opportunity to improve their situation, and resources for people within the medium income.

Mayor Putaansuu talked about the housing crisis and spoke about a bill regarding zoning he is testifying against.

Community Development Director Bond briefly mentioned the City's Housing Action Plan.

Councilmember Clauson spoke to the tax credits on tonight's agenda.

4. CONSENT AGENDA (Time Stamp: 14:28)

- A.** Approval of Voucher Nos. 85387 through 85433 and 85441 through 85483 including bank drafts in the amount of \$2,666,754.29 and EFT's in the amount of \$505,355.27 totaling \$3,172,109.56.
- B.** Approval of Payroll Check Nos. 85434 through 85440 including bank drafts and EFT's in the amount of \$246,791.18 and Direct Deposits in the amount of \$234,555.75 totaling \$481,346.93.
- C.** Adoption of a Resolution Approving the Purchase of Equipment for the Equipment Rental Revolving Fund 500 and City Street Fund (**Resolution No. 006-23 and Purchase Order No. 006-23**)
- D.** Adoption of a Resolution Accepting a Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the 2022 Overlay Award, Old Clifton Rd-SR16 to McCormick Woods Drive (**Resolution No. 005-23 and Contract No. 014-23**)
- E.** Adoption of a Resolution Approving a Contract with Systems for Public Safety, Inc., for the Outfitting of Emergency Vehicles (**Resolution No. 010-23 and Contract No. 017-23**)
- F.** Approval of Amendments No. 2 to Contract Nos. 131-22 and 132-22 with Hillstrom Holdings for Commercial Office Space of 600 Kitsap Street Units 101 and 201
- G.** Approval of the January 10, 2023, City Council Meeting Minutes

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to approve the Consent Agenda as presented.

The motion carried.

5. PRESENTATION

A. Low Income Utility Discount Program (Time Stamp: 14:45)

Finance Director Crocker provided a presentation which included an overall explanation of the program, definitions for the program-low income, household income, eligibility, residential utility rate for low-income citizens, what are the discounted rates, and estimated impact to the City.

Additional discussion was held regarding eligibility, steps in the right direction but more could be done, take a deeper look at the program, low threshold, monitor the program then take another

look, sliding scale, how many citizens would be eligible for the program, other jurisdictions threshold, and getting the information about the program to the citizens.

Council agreed to move forward with bringing the program back for adoption and bring back later for review and discussion.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of a Resolution Approving a Contract with CONSOR North America, Inc. for Construction Support and Management Services for the McCormick Village Park Splash Pad Construction Project (Time Stamp 30:32)

MAIN MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt Resolution No. 001-23, thereby approving Contract No. C005-23 with Consor North America, Inc. for Construction Support and Management Services for the McCormick Village Park Splash Pad Construction Project in an amount not to exceed \$57,475.00.

Councilmembers voiced concern with the amount of money, and asked if they could discuss this and the awarded contract further.

At 7:09 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) to discuss the proposed legal risks of a proposed action when public discussion would potentially have adverse legal or financial consequences to the agency. actual and potential litigation. City Attorney Archer, Finance Director Crocker and Public Works Director Lang were invited to attend, and City Attorney Archer noted action will follow.

At 7:19 p.m., Mayor Putaansuu reconvened the meeting back into session.

AMENDED MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to withdraw the motion to adopt Resolution No. 001-23.

Mayor Putaansuu said this will be brought forward at a future date.

The amended motion carried.

B. Adoption of a Resolution Approving a Multifamily Property Tax Exemption Agreement for the Blueberry Apartments (Time Stamp: 39:54)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Blueberry Apartments, QOZB LLC, as presented.

Councilmember Chang voiced concerns with the tax exemption, liability, and affordable housing.

**The motion moved. Councilmember Chang voted no
(Resolution No. 011-23 and Contract No. 018-23)**

C. Adoption of a Resolution Approving a Multifamily Property Tax Exemption Agreement for the Salmonberry Apartments (Time Stamp 50:58)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to adopt a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Family Legacy Development, LLC, as presented.

Chang voiced his concerns with the discount and said it is not enough. He said he will be voting against this one and the next Business Item.

**The motion moved. Councilmember Chang voted no.
(Resolution No. 012-23 and Contract No. 019-23)**

D. Adoption of a Resolution Approving a Multifamily Property Tax Exemption Agreement for the 2102 Sedgwick Apartments (Time Stamp 55:39)

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute a Multifamily Housing Limited Property Tax Exemption Agreement between the City and 2102 Sedgwick, LLC, as presented.

**The motion moved. Councilmember Chang voted no.
(Resolution No. 013-23 and Contract No. 020-23)**

E. Adoption of a Resolution Authorizing the Payment of Additional Relocation Benefits to Ocean and Arlene Williams (Prior Owners of Kitsap County Tax Parcel No. 4027-023-017-0004) for the Bay Street Pedestrian Pathway Project (Time Stamp 1:00:05)

MOTION: By Councilmember Trenary, seconded by Councilmember Lucarelli, to adopt a resolution authorizing the payment of an additional \$3,180 in relocation benefits to Ocean and Arlene Williams for the Bay Street Pedestrian Pathway Project, and authorizing the Mayor to execute all necessary documents.

**The motion carried.
(Resolution No. 014-23)**

8. DISCUSSION ITEMS (No Action to be Taken)**A. AWC Public Opinion Survey (Time Stamp 1:04:35)**

Mayor Putaansuu spoke to and provided a presentation which included methodology, demographic profile of respondents, selected priorities for city government-top five high priorities, public safety comparison-23 months apart, which government should be responsible, housing, growth decisions, public safety, and infrastructure.

He also mentioned a meeting he had with the governor and other city leaders.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:20:26)

Mayor Putaansuu reported the Economic Development and Tourism Committee is scheduled to meet February 27th. The Utilities Committee is scheduled to meet February 14th. The Land Use Committee is scheduled to meet January 25th. The Sewer Advisory Committee is scheduled to meet March 22nd.

Councilmember Clauson reported on the January 20th Finance Committee meeting.

Councilmember Chang reported on the January 24th Transportation Committee meeting.

Councilmember Lucarelli reported the Festival of Chimes and Lights is scheduled to meet January 30th.

Mayor Putaansuu and Council briefly discussed a name change for the Council Retreat but decided to keep the same name.

10. REPORT OF MAYOR (Time Stamp: 1:32:41)

The Mayor reported on the following:

- Homelessness and resources;
- Social media for news and information;
- Givens park and rotary club;
- Mayor Pro-tem Trenary will be running the February 14th meeting;
- Council meeting schedule; and
- Port of Bremerton request to provide a letter of support for the breakwater project.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:37:45)

Public Works Director Lang reported on king tides and totem pole refurbishment.

Finance Director Crocker reported on AP packets and purchases.

Community Development Director Bond reported on the upcoming first open house for the 2024 Comprehensive Plan update.

Police Chief Brown reported on recruitment and annual review and assessment of our strategic plan.

City Clerk Wallace reported on Washington State's 211 statistics. 211 is the information line for resources.

Mayor Putaansuu reported the Finance Committee is scheduled to meet February 21st and spoke about a meeting with Rice Fergus Miller regarding the deck rail and light penetrating blocks for the community events center.

12. CITIZEN COMMENTS (Time Stamp 1:49:04)

Robert Dougherty spoke about the problems with one of the entrances into Fred Meyer from Bethel Avenue and asked the City what could be done with this area regarding safety.

Danielle Rimberty appreciates the discussions Council had regarding the housing crisis and mentioned traffic will increase. She also spoke to medium household income, density, and the multifamily apartments approved this evening.

13. EXECUTIVE SESSION

There was no additional executive session.

14. GOOD OF THE ORDER (Time Stamp 1:56:53)

Councilmember Rosapepe thanked everyone who came and spoke to the Council and encouraged other people to come and comment.

15. ADJOURNMENT

The meeting adjourned at 8:37 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO WATER, SEWER AND STORMWATER RATE REDUCTIONS FOR LOW INCOME RESIDENTS; ADOPTING PORT ORCHARD MUNICIPAL CODE CHAPTER 13.10; ESTABLISHING A RATE REDUCTION FOR LOW INCOME RESIDENTS; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to establish water, sewer and stormwater rate reductions for low income residents; and

WHEREAS, the Washington State Constitution permits the City to provide a rate reduction to aid the “poor and infirm”; and

WHEREAS, the City Council desires to establish the thresholds for determining whether a household qualifies as low income to be the standard set out in federal law; now, therefore,

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

SECTION 1. Adoption. Chapter 13.10 of the Port Orchard Municipal Code is hereby adopted to read as follows:

**Chapter 13.10
RATE REDUCTION FOR LOW INCOME RESIDENTS**

Sections

- 13.10.010 Purpose and Authorization**
- 13.10.020 Definitions**
- 13.10.030 Rate Reduction for Eligible Low Income Residents**

13.10.010 Purpose and Authorization

The purpose of this Chapter is to establish reduced rates for water, sewer and stormwater utility services for eligible low-income residents, in an effort to address the challenges that income disparity has on some of the City’s residents. This reduced rate is offered consistent with the Washington State Constitution, art. 8, sec. 7, to aid the “poor and infirm” residents of the City.

The City’s Finance Director is appointed to administer and implement this chapter, may adopt procedures and an application process consistent with this chapter, and may delegate authority

to implement these provisions as needed.

13.10.020 Definitions

The following words when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

- (1) "Applicant" means the person applying to the City for the rate reduction set out in this chapter.
- (2) "City" shall mean the city of Port Orchard, Washington, a municipal corporation created and existing under the laws of the state of Washington.
- (3) "Finance Director" means the position established at POMC 2.08.030.
- (4) "Low Income" means a resident of the City of Port Orchard with a maximum annual household income at or below one hundred and twenty five percent (125%) of the federal poverty guidelines applicable at the time the applicant applies for the rate reduction to the City.
- (5) "Resident" means a single occupant, head of a household, or spouse of the head of a household who resides in the dwelling unit as the applicant's primary resident and does not rent the residence during the applicant's absence.
- (6) "Service Charge" shall mean the monthly fee levied by the City's stormwater drainage utility set out at POMC 13.06.100.
- (7) "Sewer Base Rate" means the bimonthly sewer rates set out at POMC 13.04.020.
- (8) "Utility" means the water, sewer and storm drainage utilities established and operated by the City.
- (9) "Water Base Rate" means the bimonthly water base rate set out at POMC 13.04.010.

13.10.030 Rate Reduction for Eligible Low-Income Residents

Water and Sewer. The Finance Director is authorized to discount the water base rate and the sewer base rate for utility services to qualified low-income residents by 25%, provided there shall not be more than one such discount per utility, per household.

Stormwater. The Finance Director is authorized to discount the service charge for stormwater drainage utility services to qualified low-income residents by 25%, provided there shall not be

more than one such discount per household.

Applicants shall verify such information annually to the satisfaction of the Finance Director or designee, and shall provide such other data as is deemed appropriate upon forms prepared by the Finance Director or designee, and in the manner determined by the Finance Director or designee.

SECTION 2. 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 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 4. 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 14th day of February, 2023.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

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 7B</u> | Meeting Date: | <u>February 14, 2023</u> |
| Subject: | <u>Adoption of an Ordinance Amending</u> | Prepared by: | <u>Charlotte Archer</u> |
| | <u>Port Orchard Municipal Code Section</u> | | <u>City Attorney</u> |
| | <u>10.12.400 to Extend Payment Deadline</u> | Atty Routing No.: | <u>366922-0011 – DCD</u> |
| | <u>for Parking Infractions</u> | Atty Review Date: | <u>February 6, 2023</u> |

Summary: In 2021, the Washington State Legislature enacted Engrossed Substitute Senate Bill 5226, with an effective date of January 1, 2023. The bill, codified at RCW 46.63.060, addressed the legislature’s concerns regarding the suspension of licenses for traffic infractions and associated penalties. Among other changes to existing regulations, the bill requires that the failure to pay a traffic infraction will no longer result in the suspension or revocation of a person's driver license. Additionally, the bill extended the time period for a person to respond to a traffic infraction 15 days to 30 days from the date of the infraction.

The City’s traffic and parking regulations are codified at Port Orchard Municipal Code Chapter 10.12. This ordinance would amend POMC Section 10.12.400 in response to these recent changes in state law by extending the time period for a person to respond to a traffic infraction issued by the City’s parking enforcement officer or a law enforcement officer from 15 days to 30 days from the date of the infraction.

Recommendation: Staff recommends the Council adopt this ordinance to bring the City’s regulations into compliance with new legislation.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance amending POMC 10.12.400 in response to changes in state law.

Fiscal Impact: None.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance
Tracked code provisions

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO THE PAYMENT OF LATE FEES FOR PARKING, STANDING, AND STOPPING; AMENDING PORT ORCHARD MUNICIPAL CODE SECTION 10.12.400; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Revised Code of Washington (RCW) 46.90.010 and Washington Administrative Code (WAC) 308-330-270 authorizes the City to adopt regulations to prohibit, regulate, or limit stopping, standing, or parking of vehicles in areas of the City; and

WHEREAS, by Ordinance No. 1650, the City Council adopted Chapter 10.12 of the Port Orchard Municipal Code (POMC) to enact Regulations and Fees Related to Parking, Stopping, or Standing in certain areas of the City, including a \$25.00 penalty for such infractions to be paid within 15 days of issuance set out at POMC 10.12.400; and

WHEREAS, in 2021, the Washington State Legislature enacted Engrossed Substitute Senate Bill 5226, with an effective date of January 1, 2023, codified at RCW 46.63.060, which extended the amount of time allotted for the payment of a parking, standing, or stopping infraction from 15 days to 30 days; and

WHEREAS, the City Council finds it is in the best interests of the City and its residents to amend POMC 10.12.400 to reflect the change in state law; now, therefore,

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

SECTION 1. Amendment. Section 10.12.400 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.400 Payment due—Late fees.

Penalties shall be paid within 30 calendar days of the date of issuance of the infraction. If the penalty is not paid within the 30 days and the infraction has not been contested, a late fee of an additional \$25.00 shall be charged for each notice of infraction.

SECTION 2. 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 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 4. Savings Clause. Those portions of the Port Orchard Municipal Code which are amended by this ordinance shall remain in force and effect as set out prior to this ordinance until the effective date of this ordinance. Such amendments shall not be construed as affecting any existing right acquired under the laws repealed, nor as affecting any proceeding instituted thereunder, nor any rule, regulation or order promulgated thereunder.

SECTION 5. 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 14th day of February 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Port Orchard Municipal Code 10.12.400 Payment due—Late fees.

Penalties shall be paid within ~~15~~ 30 calendar days of the date of issuance of the infraction. If the penalty is not paid within the ~~15~~ 30 days and the infraction has not been contested, a late fee of an additional \$25.00 shall be charged for each notice of infraction.



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>February 14, 2023</u> |
| Subject: | <u>Adoption of an Ordinance Adopting</u> | Prepared by: | <u>Charlotte Archer</u> |
| | <u>Port Orchard Municipal Code Chapter</u> | | <u>City Attorney</u> |
| | <u>1.32, Setting the City’s Compost</u> | Atty Routing No.: | <u>366922-0009 - PW</u> |
| | <u>Procurement Policy Consistent with HB</u> | Atty Review Date: | <u>February 6, 2023</u> |
| | <u>1799</u> | | |

Summary: In March 2022, House Bill 1799 was signed into Washington law, requiring the diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities to reduce methane emissions as landfills are a significant source of methane emissions. The legislation urges that, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others to support the economic viability of these processes and programs. To that end, HB 1799 requires most cities and counties in Washington to adopt a compost procurement ordinance by January 1, 2023, that detail how the City will consider whether compost products can be utilized in the project when planning government-funded projects or soliciting and reviewing bids for such projects.

This ordinance establishes the City’s compost procurement policy, consistent with HB 1799—codified in relevant part at RCW 43.19A.120(1). Under the policy, staff will consider the use of compost for public projects including landscaping and construction, when the use of compost is not cost prohibitive for the project (defined as a product purchasing cost that exceeds 10% of the cost of another product that would serve the same purpose).

Recommendation: Staff recommends the Council adopt this ordinance to meet the requirements of HB 1799 and set policy for utilizing compost products in public projects.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance adopting Port Orchard Municipal Code Chapter 1.32, establishing the City’s Compost Procurement Policy.

Fiscal Impact: None.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO ORGANIC MATERIALS MANAGEMENT; ADOPTING PORT ORCHARD MUNICIPAL CODE CHAPTER 1.32, ESTABLISHING THE CITY'S COMPOST PROCUREMENT POLICIES; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, in March 2022, House Bill 1799 was signed into Washington law, requiring the diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities to reduce methane emissions as landfills are a significant source of methane emissions; and

WHEREAS, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others to support the economic viability of these processes and programs; and

WHEREAS, HB 1799 encourages most cities and counties in Washington to adopt a compost procurement ordinance by January 1, 2023; and

WHEREAS, the City Council finds that the compost procurement policies set out in this ordinance, developed pursuant to the requirements of HB 1799, are in the best interest of the City and its residents; now, therefore

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

Section 1. Adoption. A new Chapter 1.32 entitled "Compost Procurement" is hereby added to the Port Orchard Municipal Code to read as follows:

**Chapter 1.32
COMPOST PROCUREMENT**

- 1.32.010** **Definitions.**
- 1.32.020** **General Policy.**
- 1.32.030** **Local Purchasing.**
- 1.32.040** **Education.**
- 1.32.050** **Reporting.**

1.32.010 Definitions. The follow definitions apply for the purposes of this chapter:

"Compost" means a product created with "composted material" as defined in RCW

70A.205.015(3). "Compost" includes, but is not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a "Compost" if it contains a minimum of sixty percent composted material. Bark is not a "Compost".

"Cost prohibitive" means a product purchasing cost that exceeds 10% of the cost of another product that would serve the same purpose.

"Local" or "locally" as to compost providers means that such provider is located within a 25-mile radius of the city limits of Port Orchard.

1.32.020 General Policy.

A. Port Orchard shall plan for compost use in the following categories:

1. Landscaping projects;
2. Construction and postconstruction soil amendments;
3. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
4. Low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.

B. Compost products shall be purchased for use in City projects in which compost is an appropriate material or on City property, provided it is not cost prohibitive to acquire. Procurement costs will include the product cost and all associated transportation and delivery charges.

C. Port Orchard is not required to use compost products if:

1. Compost products are not available within a reasonable period of time or distance;
2. Compost products that are available do not comply with existing purchasing standards;
3. Available compost products do not comply with federal or state health, quality, or safety standards; or
4. Compost purchase prices are not reasonable or competitive.

D. Pursuant to RCW 43.19A.130, Port Orchard will strive to purchase an amount of finished compost products equal or greater than fifty percent of the amount of organic materials the City delivered to the compost processor. This plan will be re-assessed each December 31st of even-numbered years, beginning in 2024 and thereafter as part of the reporting obligations in POMC 1.32.050.

1.32.030 Local Purchasing. Port Orchard will purchase finished compost products

from companies producing compost locally, are certified by a nationally recognized organization, such as the U.S. Composting Council, and produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. If locally produced compost is not available, compost shall be sourced from outside the region, with preference given to products sourced as close as possible to Port Orchard. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive shall be documented.

1.32.040 Education. Port Orchard shall conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year.

1.32.050 Reporting. By December 31, 2024, and each December 31st of even-numbered years thereafter, Port Orchard shall report the following information to the Department of Ecology:

- A. The total tons of organic material diverted each year;
- B. The volume and cost of compost purchased each year; and
- C. The source(s) of the finished compost product purchased.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or its application to any person is, for any reason, declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall be effective 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 14th day of February 2023.

ATTEST:

Robert Putaansuu, Mayor

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

2023 Comprehensive Plan Update – Preliminary Docket

Pursuant to Port Orchard Municipal Code Section (POMC) 20.04.050, the City’s Community Development Director has initiated the process for the 2023 annual amendments to the Port Orchard Comprehensive Plan. The City prepared applications for a Comprehensive Plan Map Amendment prior to the January 31, 2023 deadline.

In compliance with POMC 20.04.060(3), the Director is required to compile and maintain for public review a recommended final comprehensive plan amendment agenda (docket). The Director has based the docket recommendations on a preliminary evaluation of the need, urgency, and appropriateness of the suggested comprehensive plan amendments, as well as the staff and budget availability to accommodate the public review process.

The following preliminary docket is provided for the 2023 update to the Port Orchard Comprehensive Plan:

Comprehensive Plan Amendments for Consideration in 2023:

City-Initiated Comprehensive Plan Map Amendment

- A Comprehensive Plan Map and Legislative Zoning Map amendment for the properties located along SE Meline Road. The amendment would change the Comprehensive Plan future land use map designation of Commercial (COM) to Low Density Residential (LDR) and would change the zoning designation of Commercial Mixed Use (CMU) to Residential 1 (R1).

Review Process:

The final comprehensive plan amendment agenda shall be determined by the City Council no later than April 30, 2023. When the final agenda is approved, a public notice and comment period will be provided in compliance with the Type V (legislative) permit process requirements in POMC 20.22.070 and 20.25.040. A public hearing will also be held per POMC 20.22.070(2), and a notice of the hearing will be issued in compliance with POMC 20.25.050. The Planning Commission shall make its recommendations regarding the proposed comprehensive plan amendments to the City Council no later than June 30, 2023. The City Council shall make a final decision on each proposed amendment by December 15, 2023.

Comments regarding the 2023 update to the City’s Comprehensive Plan should be mailed to the City of Port Orchard, Community Development Department, 720 Prospect Street, Port Orchard, WA 98366, planning@portorchardwa.gov. For more information, email or call 360 874-5533.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

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Agenda Staff Report

| | | | |
|------------------|--|-------------------|------------------------------------|
| Agenda Item No.: | <u>Discussion Item 8A</u> | Meeting Date: | <u>February 14, 2023</u> |
| Subject: | <u>City Policy Requiring New Employees to be Vaccinated Against the COVID-19 Virus</u> | Prepared by: | <u>Debbie Lund HR Director</u> |
| | | Atty Routing No.: | <u>N/A</u> |
| | | Atty Review Date: | <u>N/A</u> |

Summary: On October 26, 2021, the City Council considered and passed a policy revision to require all new employees to provide proof of having at least one dose of the COVID-19 vaccination prior to employment and as a condition of continued employment receive the second dose with 30 days, unless approved for a medical or religious exemption.

24 of the City’s current 91 employees were hired under the vaccination requirement. No exemption applications were received. The City no longer tracks vaccination status of current employees. Guidance from the CDC currently provides the same protocol procedures for exposure and contraction of the virus regardless of vaccination status.

The Police Department has expressed a concern that the vaccination requirement may be negatively impacting the recruitment for police officers, in particular lateral police officers. The department currently has 5 vacancies at the Patrol Officer position. All department directors discussed the vaccination requirement at a recent meeting, none were opposed to removing the vaccination requirement.

Additionally, in accordance with the council’s guiding principle related to diversity, equity and inclusion, it is worth noting that there remains a vaccination equity gap relative to some populations with American Indian/Alaskan Native (AI/AN), Asian, Native Hawaiian and Other Pacific Islander (NHOPI), and those of multiple races falling behind white, non-Hispanic people living in the United States.¹

The Washington State Governor’s mandate for state agencies and employees is now in effect until June 30, 2023 (a negotiated termination date with labor unions); this applies to the Washington State Patrol. King County and the City of Seattle lifted their vaccine mandates for employees, volunteers and contractors, effective February 6, 2023, including both agencies’ law enforcement departments. Staff’s research did not identify any cities with a vaccine mandate remaining in effect.

Recommendation: Staff is requesting that the City Council consider a policy revision to remove the vaccination requirement for new employees at their February 28, 2023 meeting.

¹ <https://covid.cdc.gov/covid-data-tracker/#vaccine-confidence>, as of January 7, 2023.

Relationship to Comprehensive Plan: N/A

Motion for consideration: Seeking consensus to bring the proposed policy revision to the City Council at their February 28, 2023 meeting.

Fiscal Impact: None.

Alternatives: N/A

Attachments: Personnel Policy 2.4

2.4 ELIGIBILITY FOR EMPLOYMENT

A. Employment Eligibility Verification

Federal law requires the City of Port Orchard to comply with the Immigration Reform and Control Act of 1986 and related law. All new employees must complete an “I-9 Form” and provide proof of their identity and eligibility to work in the United States. The City is responsible for obtaining the I-9 Form from each employee and verifying their eligibility to work in the United States.

Employees will be expected to complete the I-9 Form during their first day of work. The City will then properly complete the “Employer Section” of the I-9 Form. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, they must provide proof that they have applied for the required documents. If this is not provided, the employee will be terminated as required by law.

The I-9 Form will be retained for at least three years after the date of hire or one year after the date of the individual’s termination, whichever is later. Former employees who are rehired must also complete the I-9 Form if they have not completed the Form with the City within the past three (3) years, or if their previous I-9 Form is no longer retained or valid.

B. New Hire COVID-19 Vaccination Requirement (effective November 1, 2021)

All persons newly hired for employment by the City must provide proof of having received at least one dose of an approved COVID-19 vaccine prior to beginning their employment, except for those who obtain an exception from the City due to medical or sincerely held religious belief, subject to the reasonable accommodation process.

After receiving a conditional offer of employment from the City, an applicant for employment must provide proof of having received at least one dose of an approved COVID-19 vaccine within a reasonable period of time. Failure by the applicant to provide the agency with proof of having received at least one dose of an approved COVID-19 vaccine will result in the agency revoking the conditional offer unless the applicant obtains an exception through the reasonable accommodation process.

Any person who begins their employment after providing proof of having received only one dose in a 2-dose series of a COVID-19 vaccine, will also be required to provide the City with proof of receipt of a second dose within 30 days of the first dose. Failure to do so will result in termination.