



Meeting Location:
City Hall
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email cityhall@portorchardwa.gov
www.portorchardwa.gov

**City Council
Regular Meeting
Tuesday, January 27, 2026
6:30 PM**

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/86776920792>
Zoom Meeting ID: 867 7692 0792
Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?
Are we honoring the past, but not living in the past?
Are we building positive connections with our community and outside partners?
Is the decision-making process building a diverse, equitable, and inclusive community?

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Citizen Comments

(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

4. Consent Agenda

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of a Resolution Authorizing the Mayor to Execute a Conservation Grant Agreement with Puget Sound Energy for the Completed Relight Washington Street Lighting Work under the TIB Phase 4 Project (Ryan)

- D. Approval of Amendment No. 1 to Contract Nos. C018-25 and C019-25 with Elyon Maintenance, Inc. for Landscaping Maintenance Services (Ryan)
- E. Adoption of a Resolution Repealing Resolution No. 003-24 and Accepting Council Committee Assignments and Establishing Council Ad-hoc and Standing Committees (Wallace)
- F. Adoption of a Resolution Accepting Three Temporary Construction Easements for the SR166/Bay Street Improvements Project (Ryan)
- G. Excusal of Councilmember Worden for Personal Obligation

5. Presentation

- A. Mural - Adam Smith

6. Public Hearing

(Accepting public testimony from citizens limited to the specific items listed.)

7. Business Items

- A. Adoption of a Resolution Authorizing the Mayor to Execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services (Ryan)
- B. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with SCJ Alliance for On-Call Engineering Staffing Assistance (Ryan)
- C. Adoption of a Resolution Adopting AWC-RMSA Member Standards (Wallace)

8. Discussion Items

(No Action to Be Taken.)

- A. Open Government Training (Archer)

9. Reports of Council Committees

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)

- A. Council Advisory Committees

10. Report of Mayor

11. Report of Department Directors

12. Citizen Comments

(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

13. Good of the Order

14. 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.

15. Adjournment

ADA Requirements

In compliance with the American with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

Reminder: Please silence all electronic devices while City Council is in session.

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For Committee Membership please visit <https://portorchardwa.gov/city-council-advisory-committees/>.



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

Agenda Staff Report

Consent Agenda: 4.C. Adoption of a Resolution Authorizing the Mayor to Execute a Conservation Grant Agreement with Puget Sound Energy for the Completed Relight Washington Street Lighting Work under the TIB Phase 4 Project (Ryan)

Meeting Date: January 27, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City of Port Orchard continues to pursue opportunities to reduce energy consumption and improve operational efficiency. As part of the Transportation Improvement Board (TIB) Phase 4 project, the City partnered with Puget Sound Energy (PSE) to retrofit municipal streetlights with high-efficiency LED fixtures. This work was conducted under the City's existing Master Lighting Services Agreement with PSE (Contract No. 036-18), and a Custom Street Lighting Order (Order No. 101172177) which was approved by Council on May 13, 2025. Following completion of the retrofit work, the City became eligible for an energy efficiency incentive through PSE's Relight Washington Program. Under Electric Schedule 83 and Gas Schedule 183, as filed with the Washington Utilities and Transportation Commission (WUTC), PSE offers conservation grants to qualifying participants who implement approved energy-saving measures. The City has been awarded a conservation grant in the amount of \$4,753.00 for the completed lighting improvements under the Relight Washington – City of Port Orchard Phase 4 project. The incentive will be applied as a credit toward project construction costs; no direct payment will be issued. Execution of the Conservation Grant Agreement is required to formally accept the incentive and complete the grant documentation process. This project supports the City's sustainability goals and contributes to long-term reductions in energy use and maintenance costs.

Relationship to Comprehensive Plan: 8 - Transportation

Recommendation: Staff recommends that the City Council authorize the Mayor to execute the Conservation Grant Agreement with Puget Sound Energy to accept an energy efficiency incentive for previously completed lighting upgrades as a component of the TIB Phase 4 project, lighting upgrade.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a Conservation Grant Agreement with Puget Sound Energy for the completed Relight Washington street lighting improvements performed under the City's TIB Phase 4 project.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: The streetlight retrofit work under the Relight Washington Phase 4 project has already been completed by the City as part of a Transportation Improvement Board (TIB)-funded effort. This Conservation Grant Agreement with Puget Sound Energy provides a \$4,753.00 incentive for eligible energy-efficient improvements that were installed. The incentive will be applied as a credit against the project's construction costs. No direct payment will be issued to the City.

Alternatives: Do not accept the grant and provide alternate direction.

Attachments:

- 1. RESOLUTION_-_PSE_Grant_Acceptance_TIB_Phase_4
- 2. 4C_03_PRESIGNED_-_P1601587.1_Relight_Washington__TIB__-_City_of_Port_Orchard_Ph_4

RESOLUTION NO. -265

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION GRANT AGREEMENT WITH PUGET SOUND ENERGY FOR AN INCENTIVE ASSOCIATED WITH COMPLETED ENERGY-EFFICIENT STREET LIGHTING WORK UNDER THE RELIGHT WASHINGTON PROGRAM – CITY OF PORT ORCHARD PHASE 43

WHEREAS, the City of Port Orchard is committed to improving energy efficiency and reducing long-term utility costs through strategic upgrades to municipal infrastructure; and

WHEREAS, as part of the Transportation Improvement Board (TIB) Phase 43 project, the City partnered with Puget Sound Energy (PSE) to retrofit existing streetlights with energy-efficient LED fixtures; and

WHEREAS, the work was performed under the City’s Master Lighting Services Agreement with PSE (Contract No. 036-18), and was authorized through Custom Street Lighting Order No. 101172177P_1573605, executed on May 13, 2025~~August 11, 2025~~; and

WHEREAS, the streetlight retrofit work has since been completed and qualifies for an energy efficiency incentive under PSE’s Relight Washington Program, as outlined in Electric Schedule 83 and Gas Schedule 183 on file with the Washington Utilities and Transportation Commission (WUTC); and

WHEREAS, PSE has offered a conservation grant in the amount of \$4,753.00~~4,655.00~~, to be applied as a credit toward the construction costs associated with the completed improvements, with no direct payment to be issued to the City; and

WHEREAS, the Port Orchard City Council finds it in the best interest of the City to accept the grant and complete the associated documentation; **now, therefore,**

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

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

THAT: The City Council authorizes the Mayor to execute the Conservation Grant Agreement with Puget Sound Energy, attached hereto as Exhibit A and incorporated herein by this reference, and to execute all other documents necessary to carry out the terms and intent of this Resolution.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor, and attested by the City Clerk in authentication of such passage this ~~9th day of Spetember, 2025~~27th day of January, 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 18th day of November, 2025, by and between **PUGET SOUND ENERGY** (“PSE”) and **CITY OF PORT ORCHARD** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 730 PROSPECT ST PORT ORCHARD WA 98366 - RELIGHT WASHINGTON (TIB) - CITY OF PORT ORCHARD PH 4** *(Please note: meter location/address may differ from the site mailing address)*. Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1.	Lighting - Street - Custom	20	\$4,753.21	\$4,753.00
	TOTAL (includes sales tax)		\$4,753.21	\$4,753.00

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Upon the execution by all parties and PSE’s receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation by Participant and confirmation by PSE of the Conservation Measures, an amount equal to the Eligible Conservation Grant (“the Grant”) set forth in Attachment C.

The parties agree that the Conservation Measures must be installed and the Grant paid **within 12 months** for projects saving less than 100,000 kWh or **24 months** for projects saving 100,000 kWh or more of the signing of this Conservation Grant Agreement. Savings are shown on Attachment C-Lighting Installations.

If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C-Lighting Installations, PSE may decrease pro rata the amount of the Grant. The Participant shall be responsible for paying any amount in excess of the amount of the Grant.


4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:
https://www.pse.com/-/media/Project/PSE/Portal/Rate-documents/Electric/elec_sch_250.pdf
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



Conservation Program: **Business Lighting**
Agreement No.: **1**
Project No.: **P_1601587**

PUGET SOUND ENERGY

**PARTICIPANT
CITY OF PORT ORCHARD**

By: 
2:01 pm, Nov 18 2025

By: _____

Name: Andrew Pultorak

Print Name: _____

Title: Supv Energy Mgmt. Engineering

Title: _____

Federal Tax I.D. No.: _____

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall consist of the following:

This project shall implement the Business Standard Lighting project defined in the attached "Grant Attachment C - Lighting Installations" of the PSE Business Lighting Incentive Program Application.

At a minimum the project shall follow these specifications:

- 1) LED Fixtures and Lamps: All Fixtures and Lamps must be UL or ETL listed, have a Power Factor 90% or greater, and have a Manufacturer's Warranty of five years or greater. Data shall be listed on the required manufacturer's specification sheet and the sheet shall include the Total Input watts (LED module plus driver) of the fixture or lamp.
- 2) Advanced Controls (LLLC, NLC & AELC): All Advanced Controls are defined and shall meet the requirements listed on the Terms page of the Lighting Application. All Advanced controls shall be approved by PSE prior to installation.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer I.D. Number ("W-9").
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify):

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall be verified as follows prior to Grant payment:

PSE shall conduct the following as the verification process:

- 1) A final site visit may be conducted by a PSE Representative to verify as built fixture types and quantities. PSE reserves the right to conduct onsite verifications for Projects with 25,000 kWh or less.
- 2) Projects may require additional back-up documentation as requested by PSE Representative.
- 3) All Advanced Controls shall require an onsite verification after the controls are installed and operational for at least 30 days.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

PSE Pole Services Projects ONLY

Street Lighting	
Rate Schedule	Sch 5x
	kWh
Existing fixture	41,328
New fixture	13,159
Fixture savings	28,169
Control savings	3,553
TOTAL SAVINGS	31,722

Project Info	
Project Name (REQ)	Relight Washington (TIB) - City of Port Orchard Ph 4
PSE Account # (REQ)	220-039-817-311
Address (REQ)	216 Prospect St
City (REQ)	Port Orchard
State	WA
Zip (REQ)	98366
Pole Services W/O #	(10) 117-2177

Fixture Counts	
Total Existing	77
Total New	77

Customer / Payee Info	
City/Company (REQ)	City of Port Orchard
Contact, first and last (REQ)	Chris Hammer
Email (REQ)	khammer@portorchardwa.gov
Phone (REQ)	(360) 876-4991
Tax ID	
Billing Street Address	216 Prospect St

Location	Lighting Fixture / Lamp	Lighting Fixture / Lamp							Controls				Total Savings and Cost			Notes	
		Qty	Lamp / Fixture	Description	Cost Each	Watts	kW	kWh	Qty	Control	Cost Each	Your save	Saved kWh	Final kWh	kWh		Cost
1 Various	Complete	Exist	59	High Pressure Sodium	HPS 100W		120	7.08	29,736	59	Exterior Photo Control		0%	0	29,736		
	New	59	Pole Services	Street Light	\$62	37	2.18	9,169	59	Advanced Exterior Control	\$0	27%	2,476	6,693	23,043	\$3,642	
2	Missing Info	Exist		High Pressure Sodium	HPS 150W		170	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New			Pole Services	Street Light		71	0.00	0	0	Advanced Exterior Control	\$0	27%	0	0	0	\$0
3 Various	Complete	Exist	14	High Pressure Sodium	HPS 100W		120	1.68	7,056	14	Exterior Photo Control		0%	0	7,056	5,468	\$864
	New	14	Pole Services	Street Light	\$62	37	0.52	2,176	14	Advanced Exterior Control	\$0	27%	587	1,588			
4 Various	Complete	Exist	2	High Pressure Sodium	HPS 200W		245	0.49	2,058	2	Exterior Photo Control		0%	0	2,058	1,525	\$123
	New	2	Pole Services	Street Light	\$62	87	0.17	731	2	Advanced Exterior Control	\$0	27%	197	533			
5 Various	Complete	Exist	2	High Pressure Sodium	HPS 250W		295	0.59	2,478	2	Exterior Photo Control		0%	0	2,478	1,687	\$123
	New	2	Pole Services	Street Light	\$62	129	0.26	1,084	2	Advanced Exterior Control	\$0	27%	293	791			
6	Missing Info	Exist	7				0	0.00	0	7	Exterior Photo Control		0%	0	0	0	\$0
	New	7	Pole Services				0	0.00	0	7	Exterior Photo Control	\$0	0%	0	0	0	\$0
7	Missing Info	Exist	1				0	0.00	0	1	Exterior Photo Control		0%	0	0	0	\$0
	New	1	Pole Services				0	0.00	0	1	Exterior Photo Control	\$0	0%	0	0	0	\$0
8	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0
9	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0
10	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0
11	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0
12	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0
13	Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	\$0
	New		Pole Services				0	0.00	0	0	Exterior Photo Control	\$0	0%	0	0	0	\$0



City of Port Orchard
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Agenda Staff Report

Consent Agenda: 4.D. Approval of Amendment No. 1 to Contract Nos. C018-25 and C019-25 with Elyon Maintenance, Inc. for Landscaping Maintenance Services (Ryan)

Meeting Date: January 27, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City utilizes the services of landscaping contractors for the purposes of maintaining public property, including but not limited to landscaping of City parks and landscaped areas. In early 2025, the City issued two Invitations to Bid (ITBs) via the MRSC Rosters for landscaping maintenance services. Elyon Maintenance, Inc. submitted the lowest responsive bids for both projects, and on February 25, 2025, the City executed contract No. C018-25 for Various Areas Landscaping Maintenance and contract No. C019-25 for Tremont Landscaping Maintenance. The City wishes to exercise the first renewal option for both Agreements, extending the termination date to December 31, 2026. The renewal amount for each Agreement is the same as the original year-one cost. Amendment No. 1 to Agreement No. C018-25 increases the contract amount by \$33,008.60 for 2026 work, for a new total of \$66,017.20. Amendment No. 1 to Agreement No. C019-25 increases the contract amount by \$31,915.60 for 2026 work, for a new total of \$63,831.20. Council approval of these amendments will allow the City to maintain essential landscaping services through 2026 at the same negotiated rates as the first year, ensuring continuity and proper maintenance of public spaces.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the Council authorize the Mayor to execute Amendment No. 1 to Agreement Nos. C018-25 and C019-25 with Elyon Maintenance, Inc., exercising the first renewal option, extending the Agreements to December 31, 2026, and increasing the contract amounts for the extension period.

Motion for Consideration: I move to authorize the Mayor to execute Amendment No. 1 to Agreement No. C018-25 and Agreement No. C019-25 with Elyon Maintenance, Inc. for landscaping maintenance, extending the terms for one year and increasing the contract totals by \$33,008.60 and \$31,915.60, respectively.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: Amendment No. 1 to Agreement No. C018-25 extends the contract to include FY 2026 and provides funding in the amount of \$30,008.60 for FY 2026 work, bringing the total to contract value for FY 2025 & FY2026 to \$60,017.20. Amendment No. 1 to Agreement No. C019-25 extends the contract to include FY 2026 and provides funding in the amount of \$31,915.60 for 2026 work, bringing the total contract value for FY 2025 & FY2026 to \$63,831.20. The renewal maintains the original year-one rates, with no price increase for 2026. The renewal and amendments for these landscaping services is included within the current 2025-2026 budget authority. Public Works budgeted \$36,000 for park landscaping services under account 001.05.576.80.40 and \$40,000 for Tremont landscaping services under 002.05.542.70.40 for FY 2026.

Alternatives: Do not approve and provide further guidance.

Attachments:

- 1. C018-25_Amend_No._1
- 2. C019-25_Amend_No._1

CITY OF PORT ORCHARD

Authorization for Amendment No. 1

Date: January 1, 2026 **Contractor:** Elyon Maintenance, Inc.
Project: 2025 Various Areas 2224 48th St. Ct. Gig Harbor, WA 98335
Landscaping Maintenance
Contract / Job # C018-25

This Amendment Authorizes the following changes to the Purchased Service Agreement:

Extension of Term: The Agreement termination date is extended to December 31, 2026, utilizing one of the available extension options.

Increase in Contract Amount: The total contract amount is increased to reflect the additional year of service as outlined in Exhibit B.

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

Agreement History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract 2025	\$33,008.60	\$0.00	\$33,008.60	25-Feb-25	Mayor
Amendment 1 - 2026	\$33,008.60	\$0.00	\$33,008.60	01-Jan-26	
Total Contract	\$66,017.20	\$0.00	\$66,017.20		

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Shin Cho

Contractor Approval Signature
Shin Cho, President
 Printed Name & Title

 Public Works Director
Denis Ryan
 Printed Name

Public Works Contracts Greater than \$35,000: Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. \$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval

Public Works Contracts under \$35,000, change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

Public Works Contracts unbudgeted and under \$7,500: All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. With a maximum aggregate amount of \$100,000. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. Any individual Change order that is over \$100,000 requires Council approval.

Approved: _____
 Mayor

Attest: _____
 City Clerk

 Council Approval Date

CITY OF PORT ORCHARD

Authorization for Amendment No. 1

Date: January 1, 2026 **Contractor:** Elyon Maintenance, Inc.
Project: 2025 Tremont 2224 48th St. Ct. Gig Harbor, WA 98335
Landscaping Maintenance
Contract / Job # C019-25

This Amendment Authorizes the following changes to the Purchased Service Agreement:

Extension of Term: The Agreement termination date is extended to December 31, 2026, utilizing one of the available extension options.

Increase in Contract Amount: The total contract amount is increased to reflect the additional year of service as outlined in Exhibit B.

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

Agreement History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract 2025	\$31,915.60	\$0.00	\$31,915.60	25-Feb-25	Mayor
Amendment 1 - 2026	\$31,915.60	\$0.00	\$31,915.60	01-Jan-26	
Total Contract	\$63,831.20	\$0.00	\$63,831.20		

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Shin Cho

Contractor Approval Signature

Shin Cho President

Printed Name & Title

Public Works Director

Denis Ryan

Printed Name

Public Works Contracts Greater than \$35,000: Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **\$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval**

Public Works Contracts under \$35,000, change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

Public Works Contracts unbudgeted and under \$7,500: All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: _____
Mayor

Attest: _____
City Clerk

 Council Approval Date



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

Agenda Staff Report

Consent Agenda: 4.E. Adoption of a Resolution Repealing Resolution No. 003-24 and Accepting Council Committee Assignments and Establishing Council Ad-hoc and Standing Committees (Wallace)

Meeting Date: January 27, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

On January 20, 2026, during the City Work Study meeting, Councilmembers provided recommendations on committees they would like to serve on. The following depicts the outcome of the meeting:

Committees

Finance
 Land Use
 ED/Tourism
 Utilities/SAC
 Transportation
 Lodging Tax
 AD-HOC- Review of POMC 2.04

Committee Members

Worden, Trenary, and Morrissey
 Diener, Rosapepe, and Dedman
 Dedman, Morrissey, and Fenton
 Rosapepe, Fenton, and Dedman
 Diener, Trenary, and Worden
 Morrissey
 Rosapepe, Worden, Diener

Outside agencies are assigned as follows:

Kitsap Regional Coordinating Council (KRCC): Fenton
 Kitsap Regional Coordinating Council (KRCC): Trenary (alt)
 Kitsap Economic Development Alliance (KEDA): Morrissey
 Kitsap Economic Development Alliance (KEDA) Trenary (alt)
 Puget Sound Regional Council (PSRC): Rosapepe (alt)
 Kitsap Public Health Board: Rosapepe (alt)
 Kitsap Transit (2nd year term): Rosapepe (alt)
 911: Fenton (alt)

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of a Resolution repealing Resolution No. 003-

24 and adopting new Council committee assignments.

Motion for Consideration: I move to adopt a Resolution repealing Resolution No. 003-24 and adopting new Council committee assignments as presented.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: None.

Alternatives: N/A

Attachments:

1. Res_Establishing_Council_Committees

RESOLUTION NO. _____-26

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, REPEALING RESOLUTION NO. 003-24 COUNCIL COMMITTEE ASSIGNMENTS AND RESPONSIBILITIES AND ADOPTING NEW COUNCIL COMMITTEE ASSIGNMENTS.

WHEREAS the City of Port Orchard is governed by an elected Mayor and seven City Council members; and

WHEREAS, the City Council established certain select committees to serve and recommend policy to the full Council; and

WHEREAS, the Council every two years updates committee assignments by resolution; and

WHEREAS, the Council has designated new assignments and wishes to repeal Resolution No. 003-24, in its entirety; now, therefore,

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

THAT: Resolution No. 003-24, is hereby repealed in its entirety.

THAT: The following Council committees are hereby continued or established:

Committees	Committee Members
Finance	Worden, Trenary, and Morrissey
Land Use	Diener, Rosapepe, and Dedman
Economic Development/Tourism	Dedman, Morrissey, and Fenton
Utilities/SAC	Rosapepe, Fenton, and Dedman
Transportation	Diener, Trenary, and Worden
Lodging Tax	Morrissey
AD-HOC- Review of POMC 2.04	Rosapepe, Worden, Diener

THAT: Implementation of the new committee structure is effective January 27, 2026.

THAT: During the first meeting of each committee, the committee shall nominate the chair of the committee and determine a meeting schedule.

THAT: Outside agencies are assigned as follows:

- Outside agencies are assigned as follows:**
 Kitsap Regional Coordinating Council (KRCC): Fenton
 Kitsap Regional Coordinating Council (KRCC): Trenary **(alt)**
 Kitsap Economic Development Alliance (KEDA): Morrissey
 Kitsap Economic Development Alliance (KEDA) Trenary **(alt)**

Puget Sound Regional Council (PSRC): Rosapepe **(alt)**
Kitsap Public Health Board: Rosapepe **(alt)**
Kitsap Transit (2nd year term): Rosapepe **(alt)**
911: Fenton **(alt)**

AND FURTHER THAT: At a regular Council meeting of each even-numbered year, the City Council shall establish the responsibilities of each committee and the committee membership.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 27th day of January 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



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

Agenda Staff Report

Consent Agenda: 4.F. Adoption of a Resolution Accepting Three Temporary Construction Easements for the SR166/Bay Street Improvements Project (Ryan)

Meeting Date: January 27, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

As part of the SR166/Bay Street Improvements Project (the "Project"), the City has secured three agreement from property owners to provide Temporary Construction Easements (TCEs) to facilitate construction activities and improve access to the work area. These easements were granted by property owners along the project corridor and will allow the City and its contractors to perform necessary work, including excavation, utility installation, sidewalk and driveway reconstruction, and restoration activities. The easements cover the following parcels:

Parcel No. 4055-010-005-0000 - Port of Bremerton - \$17,700.00 (3,276 SF) Parcel No. 4055-010-001-0301 - Port of Bremerton - \$4,800.00 (876 SF) Parcel No. 4650-009-005-0001 - SW PO Phase I LLC - \$3,300.00 (813 SF) Each easement will expire on November 30, 2026, or upon formal closeout of the Project, whichever occurs first. Although acceptance is a component of the Project that was pre-approved by the Council, the Council's concurrence is being sought for additional transparency.

Relationship to Comprehensive Plan: 8 - Transportation

Recommendation: Staff recommends that the City Council adopt a Resolution authorizing the Mayor to accept three temporary construction easements for the SR166/Bay Street Improvements Project.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor or designee to accept three temporary construction easements for the SR166/Bay Street Improvements Project for a total cost of \$25,800.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: Compensation for these easements has been included in the Project budget.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. Bay_Street_Improvements_Easement_4055-010-001-0301_Port-signed
2. RESOLUTION_-_SR166_Temporary_Easements
3. Bay_Street_Improvements_Easement_4650-009-005-0001_Signed
4. Bay_Street_Improvements_Easement_4055-010-005-0000_Port-signed

After recording return document to:

City of Port Orchard – Clerk’s Office
216 Prospect Street
Port Orchard, WA 98336

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor(s): Port of Bremerton

Grantee(s): City of Port Orchard

Legal Description: Lot(s) 5 and 6, Replat of Block 10, Sidney Tidelands, according to the plat recorded in Volume 9 of Plats, Page(s) 50, Records of Kitsap County, Washington

Additional Legal Description - See Exhibits A

Assessor’s Tax Parcel Number: 4055-010-001-0301

TEMPORARY EASEMENT

SR166/Bay Street Improvements - Preservation

The Grantor(s), **Port of Bremerton, a municipal corporation** for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **City of Port Orchard, a Washington municipal corporation**, and its assigns, Grantee, under the imminent threat of the Grantee’s exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of Ingress, egress and the placement of personnel and equipment for construction of public street and utility improvements with necessary appurtenances, including, but not limited to, removal of existing landscaping, driveway pavement, sidewalks, walls, and fences; temporary excavation and placement of construction concrete forms to rebuild public sidewalks and driveways; restoration and access conformance activities, such as regrading, restoration of landscaping areas, reconstruction of driveways, sidewalks, paths, and walkways; underground and above ground utility construction work, including supporting activities such as temporary excavation and shoring work, backfilling, and joint utility trench construction (collectively the “Work”). Prior to the expiration of the Temporary Easement, the Grantee shall return the easement area as close as reasonably possible to the condition it was in before the Work commenced.

TEMPORARY EASEMENT

Said lands being situated in Kitsap County, State of Washington, and described in Exhibit A, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on November 30, 2026, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1 year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Grantee shall ensure that any of its contractors (the "Contractors") which perform the Work name the Grantor as an additional insured under the Contractors' commercial general liability policies, and that all such policies are primary and non-contributory to any of Grantor's insurance policies.

To the maximum extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense arising from, resulting from, or in any manner directly or indirectly connected with, performance of the Work, subject to the limitations provided below:

If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) the Grantor or its officers, employees or agents and (b) the Grantee, its officers, employees or agents, this defense and indemnity provision shall be enforceable only to the extent of the negligence of the Grantee, its officers, employees, or agents.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST GRANTEE BY GRANTOR UNDER SUCH INDEMNIFICATION PROVISION, GRANTEE SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS TEMPORARY EASEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

TEMPORARY EASEMENT

The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

Grantor's Initials gm **Grantee's Initials** _____

The substantially prevailing party in any dispute related to or arising out of this Temporary Easement shall be entitled to an award of its reasonable attorneys' fees and costs.

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

Dated: 1/6, 2026

By: J Roth
Its: CEO

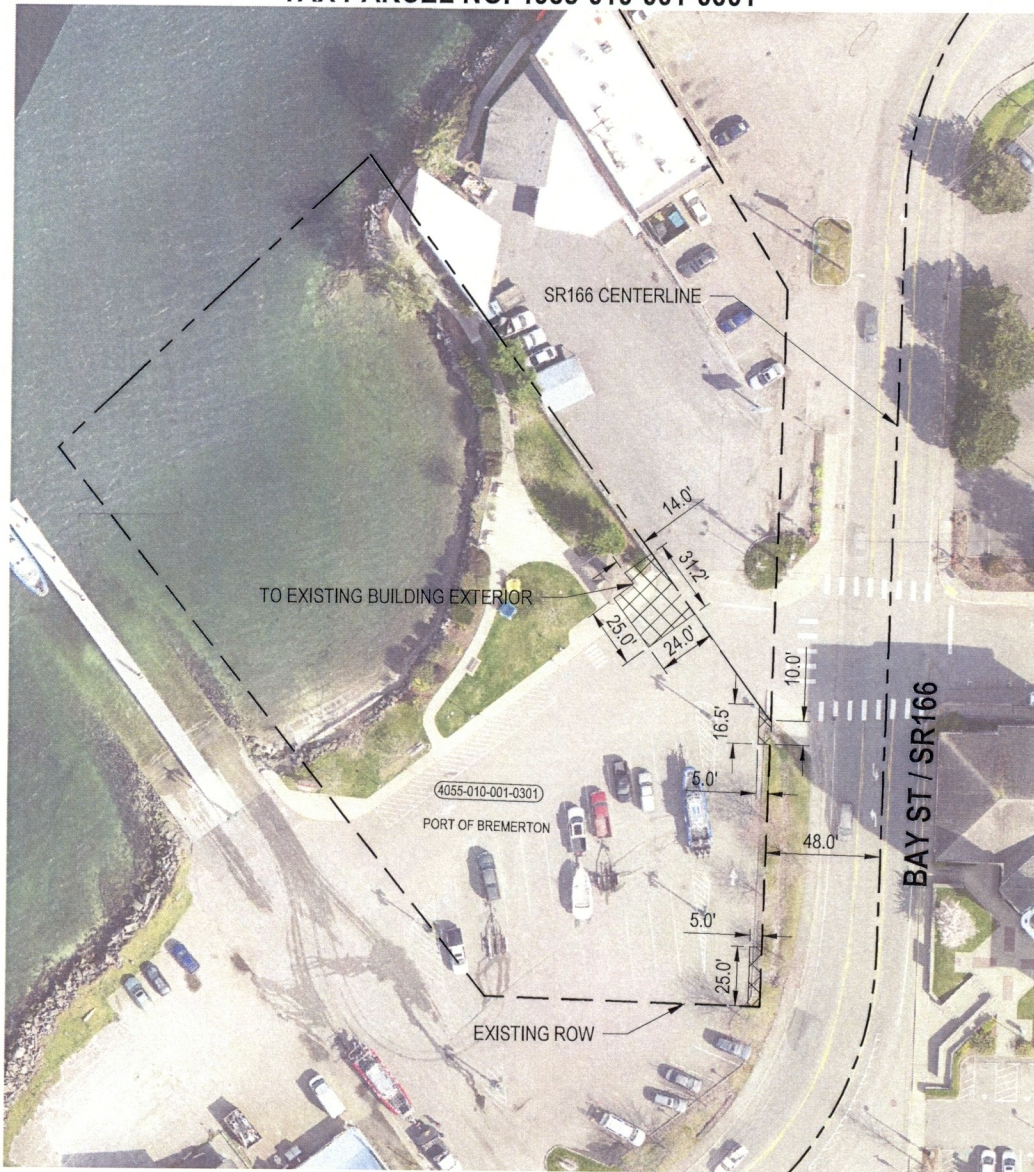
Accepted and Approved

City of Port Orchard

By: _____
Rob Putaansuu
Mayor

Date: _____, 20

EXHIBIT A
TAX PARCEL NO. 4055-010-001-0301




REVIEWED:

INITIALS

DATE

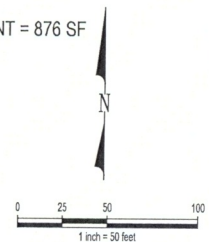
LEGEND:

- — — — — PROPERTY LINE
-  TEMPORARY CONSTRUCTION EASEMENT

TOTAL TEMPORARY CONSTRUCTION EASEMENT = 876 SF

TAX PARCEL NO. 4055-010-001-0301
 PROJECT PARCEL NO. 1

CITY OF PORT ORCHARD
 SR 166
 BAY STREET
 PORT ORCHARD, WA



REAL PROPERTY VOUCHER

AGENCY NAME City of Port Orchard – Clerk’s Office 216 Prospect Street Port Orchard, WA 98336		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Port of Bremerton 8850 SW State Hwy. 3 Bremerton, WA 98312		TIN/SSN: _____	SIGNATURE (IN INK) FOR EACH CLAIMANT _____
PROJECT NO. AND TITLE SR166/Bay Street Improvements - Preservation			DATED _____
FEDERAL AID NO. CDS-0166(013)	PARCEL NO. 4055-010-001-0301		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Temporary Easement - 876 SF		+	\$4,730.00
IMPROVEMENTS:		+	
DAMAGES:			
Cost to Cure		+	
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount (Rounded)			\$4,800.00 (R)
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS:			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:			
		+	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID \$4,800.00
AUTHORIZED AGENT FOR AGENCY	DATE		

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THREE TEMPORARY CONSTRUCTION EASEMENTS FOR THE SR166/BAY STREET
IMPROVEMENTS PROJECT**

WHEREAS, the City Public Works Department is currently undertaking the SR166/Bay Street Improvements Project (the "Project") to improve public infrastructure and utilities serving downtown Port Orchard; and

WHEREAS, the City identified that temporary construction easements from abutting property owners are needed to facilitate the City's work on the Project; and

WHEREAS, the following property owners have agreed to provide temporary construction easements:

Parcel No. 4055-010-005-0000 - Port of Bremerton – 3,276 SF

Parcel No. 4055-010-001-0301 - Port of Bremerton – 876 SF

Parcel No. 4650-009-005-0001 - SW PO Phase I LLC – 813 SF

WHEREAS, these easements will allow the City and its contractors to perform necessary work, including excavation, utility installation, sidewalk and driveway reconstruction, and restoration activities; and

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

THAT: The City Council approves and authorizes the Mayor or designee to execute the three temporary construction easements for the SR166/Bay Street Improvements Project.

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 27th day of January 2026.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

After recording return document to:

City of Port Orchard – Clerk’s Office
216 Prospect Street
Port Orchard, WA 98336

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor(s): SW PO Phase I, LLC

Grantee(s): City of Port Orchard

Legal Description: Lt 5, Blk 9, S.M. Stevens Town of Sidney, V/P 1/1

Additional Legal Description - See Exhibits A & B

Assessor’s Tax Parcel Number: 4650-009-005-0001

TEMPORARY EASEMENT

SR166/Bay Street Improvements - Preservation

The Grantor(s), **SW PO Phase I, LLC, a Washington Limited Liability Company**, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **City of Port Orchard, a Washington municipal corporation**, and its assigns, Grantee, under the imminent threat of the Grantee’s exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of Ingress, egress and the placement of personnel and equipment for construction of public street and utility improvements with necessary appurtenances, including, but not limited to, removal of existing landscaping, driveway pavement, sidewalks, walls, and fences; temporary excavation and placement of construction concrete forms to rebuild public sidewalks and driveways; restoration and access conformance activities, such as regrading, restoration of landscaping areas, reconstruction of driveways, sidewalks, paths, and walkways; underground and above ground utility construction work, including supporting activities such as temporary excavation and shoring work, backfilling, and joint utility trench construction.

Said lands being situated in Kitsap County, State of Washington, and described in Exhibit A, attached hereto, and made a part hereof.

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on November 30, 2026, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1 year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

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

Dated: January 7, 20 26

By: [Signature]
Steve Segio
Its: Principal


Accepted and Approved

City of Port Orchard

By: _____
Rob Putaansuu
Mayor

Date: _____, 20

REAL PROPERTY VOUCHER

AGENCY NAME City of Port Orchard – Clerk’s Office 216 Prospect Street Port Orchard, WA 98336		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) SW PO Phase I LLC PO Box 376 Burley, WA 98322		TIN/SSN: 	SIGNATURE (IN INK) FOR EACH CLAIMANT X 	DATED 1/7/26
PROJECT NO. AND TITLE SR166/Bay Street Improvements - Preservation		X		
FEDERAL AID NO. CDS-0166(013)	PARCEL NO. 4650-009-005-0001	X		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Easement, 813 SF		+	\$3,293.00	
IMPROVEMENTS:		+		
DAMAGES:				
Cost to Cure		+		
Proximity		+		
Other		+		
SPECIAL BENEFITS				
JC (Just Compensation) Amount (Rounded)			\$3,300.00 (R)	
REMAINDER:				
Uneconomic Remnant		+		
Excess Acquisition		+		
DEDUCTIONS:				
Amount Previously Paid				
Performance Bond				
Salvage Amount				
Pre Paid Rent				
Other				
ADMINISTRATIVE SETTLEMENT		+		
STATUTORY EVALUATION ALLOWANCE		+		
ESCROW FEE		+		
REAL ESTATE EXCISE TAX		+		
OTHER:				
ACQUISITION AGENT		DATE	Voucher No.	
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID \$3,300.00	

After recording return document to:

City of Port Orchard – Clerk’s Office
216 Prospect Street
Port Orchard, WA 98336

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor(s): Port of Bremerton

Grantee(s): City of Port Orchard

Legal Description: Lot(s) 5 and 6, Replat of Block 10, Sidney Tidelands, according to the plat recorded in Volume 9 of Plats, Page(s) 50, Records of Kitsap County, Washington

Additional Legal Description - See Exhibits A & B

Assessor’s Tax Parcel Number: 4055-010-005-0000

TEMPORARY EASEMENT

SR166/Bay Street Improvements - Preservation

The Grantor(s), **Port of Bremerton, a municipal corporation** for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **City of Port Orchard, a Washington municipal corporation**, and its assigns, Grantee, under the imminent threat of the Grantee’s exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of Ingress, egress and the placement of personnel and equipment for construction of public street and utility improvements with necessary appurtenances, including, but not limited to, removal of existing landscaping, driveway pavement, sidewalks, walls, and fences; temporary excavation and placement of construction concrete forms to rebuild public sidewalks and driveways; restoration and access conformance activities, such as regrading, restoration of landscaping areas, reconstruction of driveways, sidewalks, paths, and walkways; underground and above ground utility construction work, including supporting activities such as temporary excavation and shoring work, backfilling, and joint utility trench construction (collectively the “Work”). Prior to the expiration of the Temporary Easement, the Grantee shall return the easement area as close as reasonably possible to the condition it was in before the Work commenced.

Said lands being situated in Kitsap County, State of Washington, and described in Exhibit

TEMPORARY EASEMENT

A, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on November 30, 2026, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1 year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated waiver valuation; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Grantee shall ensure that any of its contractors (the "Contractors") which perform the Work name the Grantor as an additional insured under the Contractors' commercial general liability policies, and that all such policies are primary and non-contributory to any of Grantor's insurance policies.

To the maximum extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense arising from, resulting from, or in any manner directly or indirectly connected with, performance of the Work, subject to the limitations provided below:

If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) the Grantor or its officers, employees or agents and (b) the Grantee, its officers, employees or agents, this defense and indemnity provision shall be enforceable only to the extent of the negligence of the Grantee, its officers, employees, or agents.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST GRANTEE BY GRANTOR UNDER SUCH INDEMNIFICATION PROVISION, GRANTEE SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS TEMPORARY EASEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

TEMPORARY EASEMENT

The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

Grantor's Initials JA **Grantee's Initials** _____

The substantially prevailing party in any dispute related to or arising out of this Temporary Easement shall be entitled to an award of its reasonable attorneys' fees and costs.

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

Dated: 1/5, 2026

By: J. Roberts

Its: CEO

Accepted and Approved

City of Port Orchard

By: _____

Rob Putaansuu

Mayor

Date: _____, 20

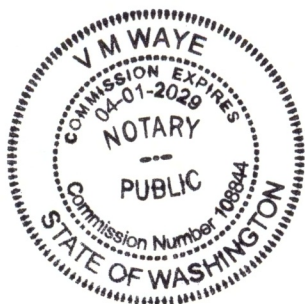
TEMPORARY EASEMENT

STATE OF WASHINGTON)

County of Kitsap) : ss

On this 5th day of January, 2026, before me personally appeared JIM ROHLIN to me known to be the CEO of the Port of Bremerton that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she is) (they are) authorized to execute said instrument.

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



V.M. Wayne
Notary Public in and for the State of
Washington, residing at Bremerton

My commission expires 04/01/29

REAL PROPERTY VOUCHER

AGENCY NAME City of Port Orchard – Clerk’s Office 216 Prospect Street Port Orchard, WA 98336		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Port of Bremerton 8850 SW State Hwy. 3 Bremerton, WA 98312		TIN/SSN: _____	SIGNATURE (IN INK) FOR EACH CLAIMANT _____	DATED _____
PROJECT NO. AND TITLE SR166/Bay Street Improvements - Preservation		_____		
FEDERAL AID NO. CDS-0166(013)	PARCEL NO. 4055-010-005-0000	_____		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Temporary Easement - 3,276 SF		+	\$17,690.00	
IMPROVEMENTS:		+	_____	
DAMAGES: Cost to Cure Proximity Other		+ + +	_____	
SPECIAL BENEFITS		_____	_____	
JC (Just Compensation) Amount (Rounded)		_____	\$17,700.00 (R)	
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	_____	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other		_____	_____	
ADMINISTRATIVE SETTLEMENT		+	_____	
STATUTORY EVALUATION ALLOWANCE		+	_____	
ESCROW FEE		+	_____	
REAL ESTATE EXCISE TAX		+	_____	
OTHER:		_____	_____	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID \$17,700.00	
AUTHORIZED AGENT FOR AGENCY	DATE	_____	_____	

Adam Smith Portfolio

Selected Works

Blue Creations Art LLC | 1/21/2026

Overview

Ferry Mural Project

Dear Mayor and City Council Members,

Since I'm unable to present to you in person, I wanted to take a moment to share a brief written overview and provide some additional context tailored specifically to this opportunity.

Rob, Mark, John, Scott, Eric, Heidi, Shirah, and Jay — I appreciate the opportunity to give you a bit more insight into my background, skills, and qualifications as they relate to this project.

I am 46 years old and have been an artist since the age of three. During high school, I received multiple awards for my artwork, studied fine art at Olympic College under Mel Wallis, earned a Bachelor of Science degree in Media Arts & Animation from The Art Institute of Pittsburgh, and later completed an MBA. My wife and I also own and operate three local businesses here in town: Willow Tree Animal Hospital, Willow Treats Pet Boutique, and Blue Creations Art, which is my art school where I teach drawing and painting.

Over the course of my career, I've worked across many creative disciplines, including graphic design (such as the SKSD logo, the SK Chamber logo, and others), cartooning, comic art, animation, traditional drawing and painting, branding, website design, and video production. My education and professional training prepared me to draw virtually any subject, in any style, as part of a collaborative creative team.

While much of my current fine art work is created in a distinctive personal style that sets me apart in the broader art world, I want to emphasize that I am fully capable of adapting my approach to meet the specific needs of a civic project. The examples included in this presentation are intended to clearly demonstrate that capability. I've

included both the original mockup that began our conversation and additional works that more fully illustrate my qualifications.

One important consideration from a painter's perspective is that different painting styles require dramatically different amounts of time, which directly affects cost. For example, on a 36 x 48 inch canvas:

- An abstract painting could often be completed in approximately 4–5 hours.
- A detailed city landscape in an impressionist style would typically require 30–60 hours of work.
- A fully photorealistic painting of the same size could require 100–150 hours or more.

The price I quoted reflects the style and level of detail shown in the samples provided. If the desired outcome were to shift toward a fully photorealistic result, the cost could increase significantly due to the additional time required — potentially two to three times higher. I wanted to make this distinction clear so expectations around scope, timeline, and budget are fully aligned.

Thank you for your time and thoughtful consideration. I truly appreciate the opportunity to be part of this conversation and would be happy to answer any questions or provide further clarification as needed.

Sincerely,
Adam Smith

Proposed Mural



This is between the two extremes of abstract and photorealism which is basically the bulk of my work. My goal would be to clarify a few elements to make it look more like the Carlisle, add hints of the shipyard, fix the bird, etc.

Photorealism

What it is

Paintings that look almost exactly like a photograph. Every detail—edges, textures, reflections, shadows—is rendered precisely.

Why it takes longer

- Extremely high detail and accuracy
- Many layers and corrections
- Slow, methodical process

Typical time range

- Small-medium work: 40–80+ hours
- Large public-facing piece: 100–300+ hours

Best for

- Historical documentation
- Memorials
- When realism and recognition are the top priority

Tradeoff

Very time-intensive and costly, with less artistic interpretation.



Impressionism

What it is

Focuses on **light, color, movement, and atmosphere** rather than perfect detail. Forms are suggested, not copied exactly.

Why it's faster

- Fewer exact details
- Emphasis on mood and light
- Looser brushwork

Typical time range

- Small-medium work: 15–40 hours
- Large public-facing piece: 40–100 hours

Best for

- Community spaces
- Landscapes, waterfronts, civic pride imagery
- Art meant to feel warm, uplifting, and timeless

Tradeoff

Not photographically exact, but more expressive and engaging.



Abstract Art

What it is

Uses shapes, colors, and forms to convey ideas or emotions rather than depicting recognizable objects.

Why it can be fastest (or variable)

- No literal accuracy required
- Design-driven rather than representational
- Fewer revisions once concept is approved

Typical time range

- Small-medium work: 10–30 hours
- Large public-facing piece: 30–80 hours

Best for

- Modern civic spaces
- Projects emphasizing creativity or innovation
- Bold visual impact

Tradeoff

More subjective—requires stakeholder buy-in early.



Portfolio Examples

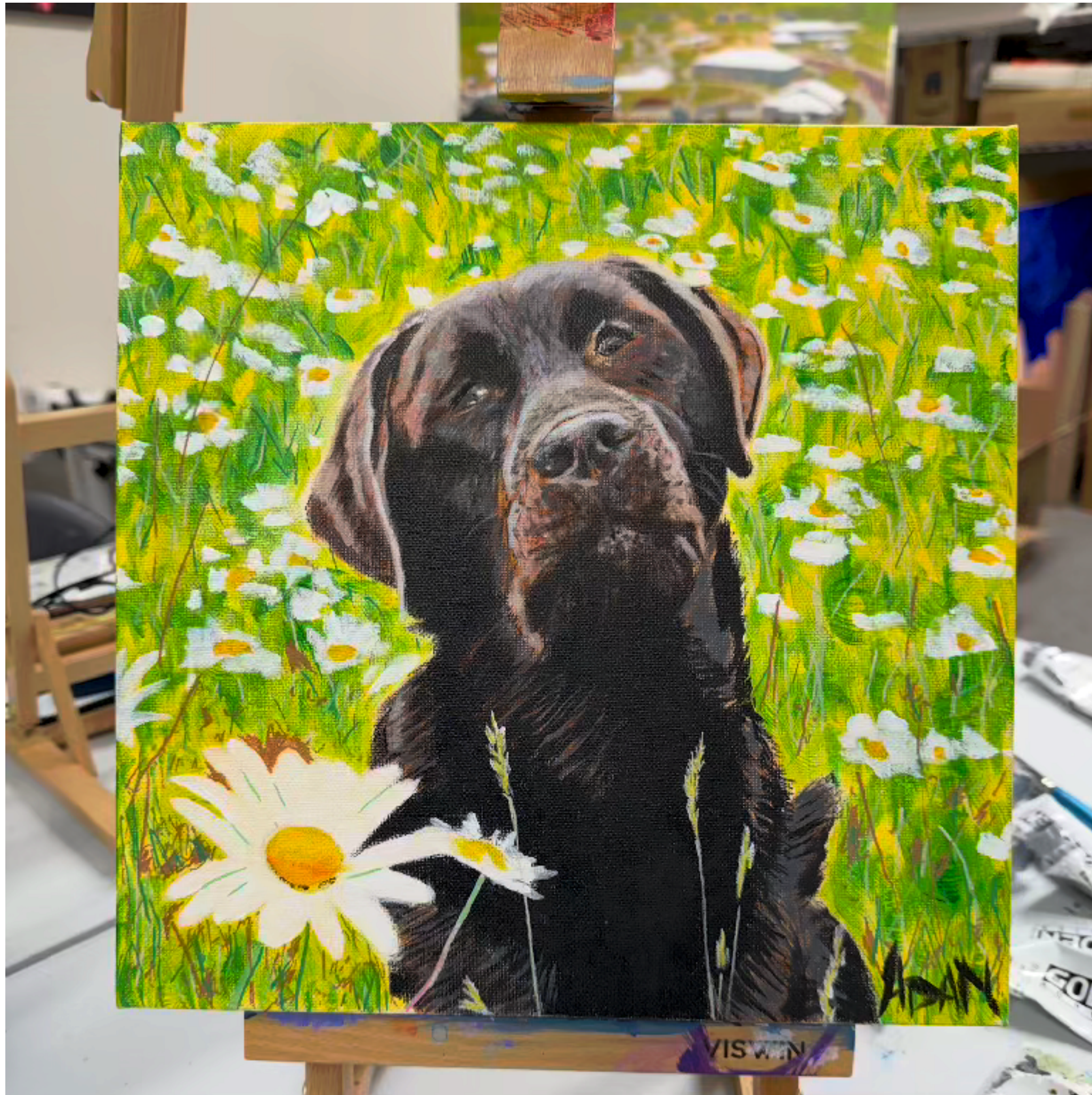
Example 1



In this painting of mine, the ferry is painted more accurately, and the rest is intentionally stylized.

However, this was just a style choice. I can just as easily paint it similar to the proposed image.

Example 2



This was a commission.

The client wanted one that was painted in more of a photorealistic manner but with a simplified background.

Example 3



This one is a bit stylized.

I've included this one to simply demonstrate my attention to tons of small details drawn with precision.

Example 4



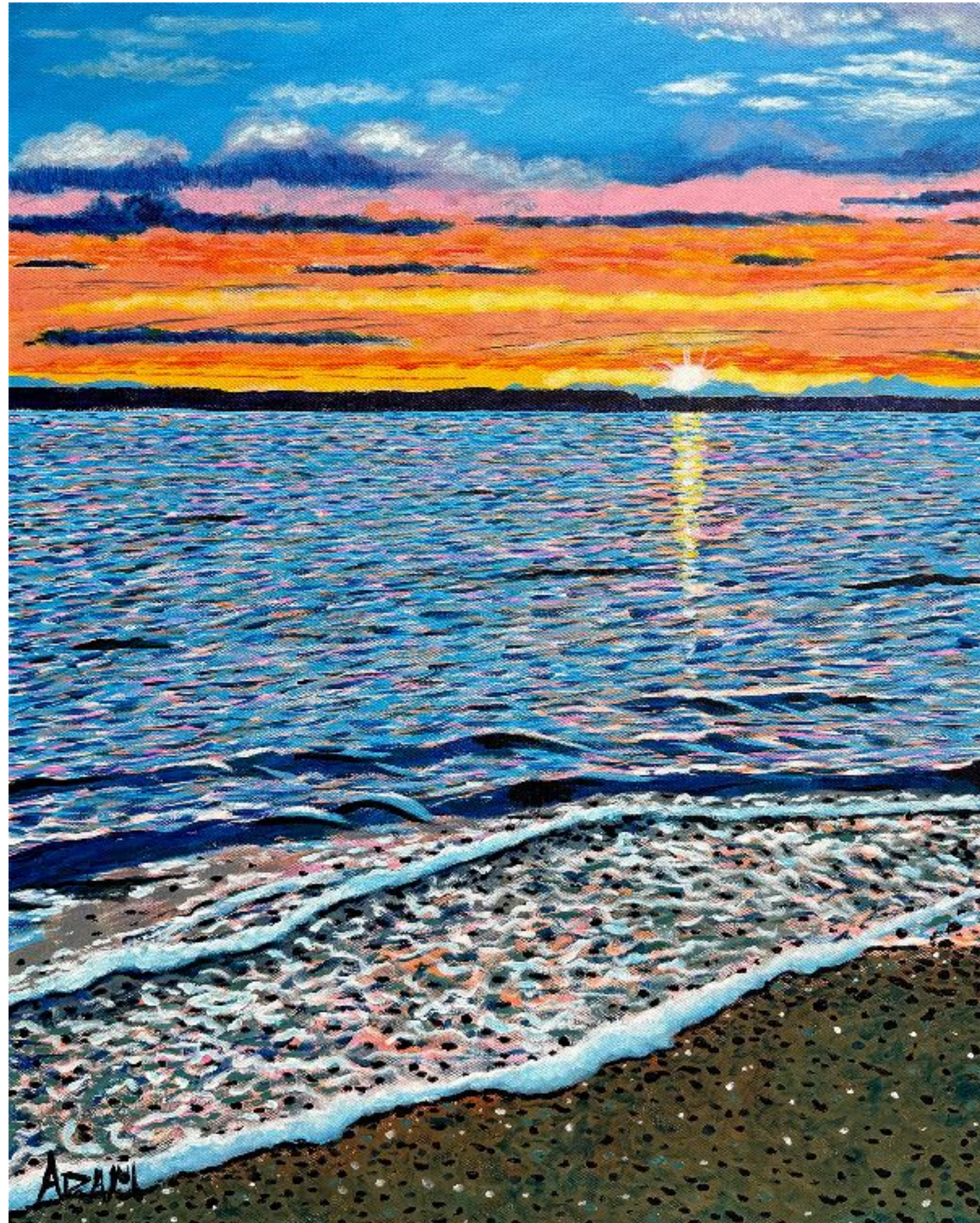
This one sits in between Impressionism and Realism. There are many simplified sections in this, but it also has a tremendous amount of accurate details and lighting.

Example 5



This one is an example where the orca is painted realistically but the background is stylized.

Example 6



In this one, the sky is painted

A bit more realistically while

the water is still in my style.

The lighting is similar to

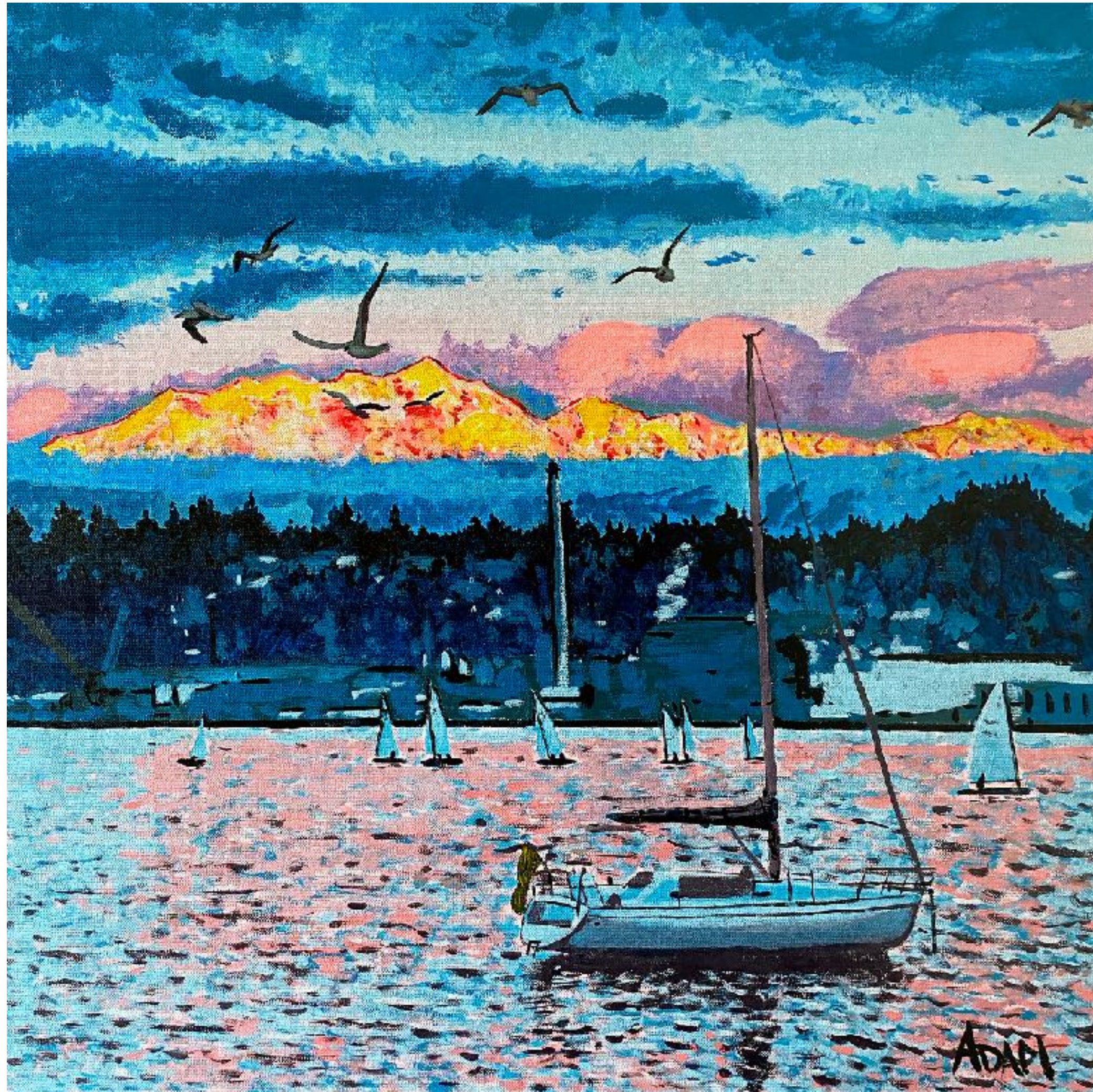
the proposed mural idea.

Example 7



Here's another example a bit closer to realism yet still highlights my signature style. This has a similar color palette to the proposed mural and demonstrates clear understanding of lighting.

Example 8



Here's another example of a mix between elements of Realism and Impressionism. It also highlights my ability to paint nautical scenes.

Example 9



This was a large commissioned piece where they wanted it closer to realism yet still in my style. It demonstrates more accurate clouds and extreme lighting contrast between the moody mountains and the bright city reflected on the water.

Example 10



While most of this one is quite stylized, the reason I included it was to show how I capture the intensity of the lighting in the sky, water, and shore. It's on display in our animal hospital, and It is a piece that I have received thousands of compliments on.

Conclusion

Ferry Mural Project

I've been painting consistently as my primary artistic practice since 2018. Rather than waiting for a specific project to appear, I've intentionally built a body of work designed to stand out in an extremely competitive and crowded art marketplace.

I mention this because an artist's visible style is not the same thing as their technical capability. A well-known example is **Pablo Picasso**, who was classically trained and able to paint with photorealistic accuracy by his mid-teens. He later chose to build a very different body of work in order to establish a unique voice in the art world. That stylistic choice did not reflect a lack of skill, but rather a deliberate artistic direction.

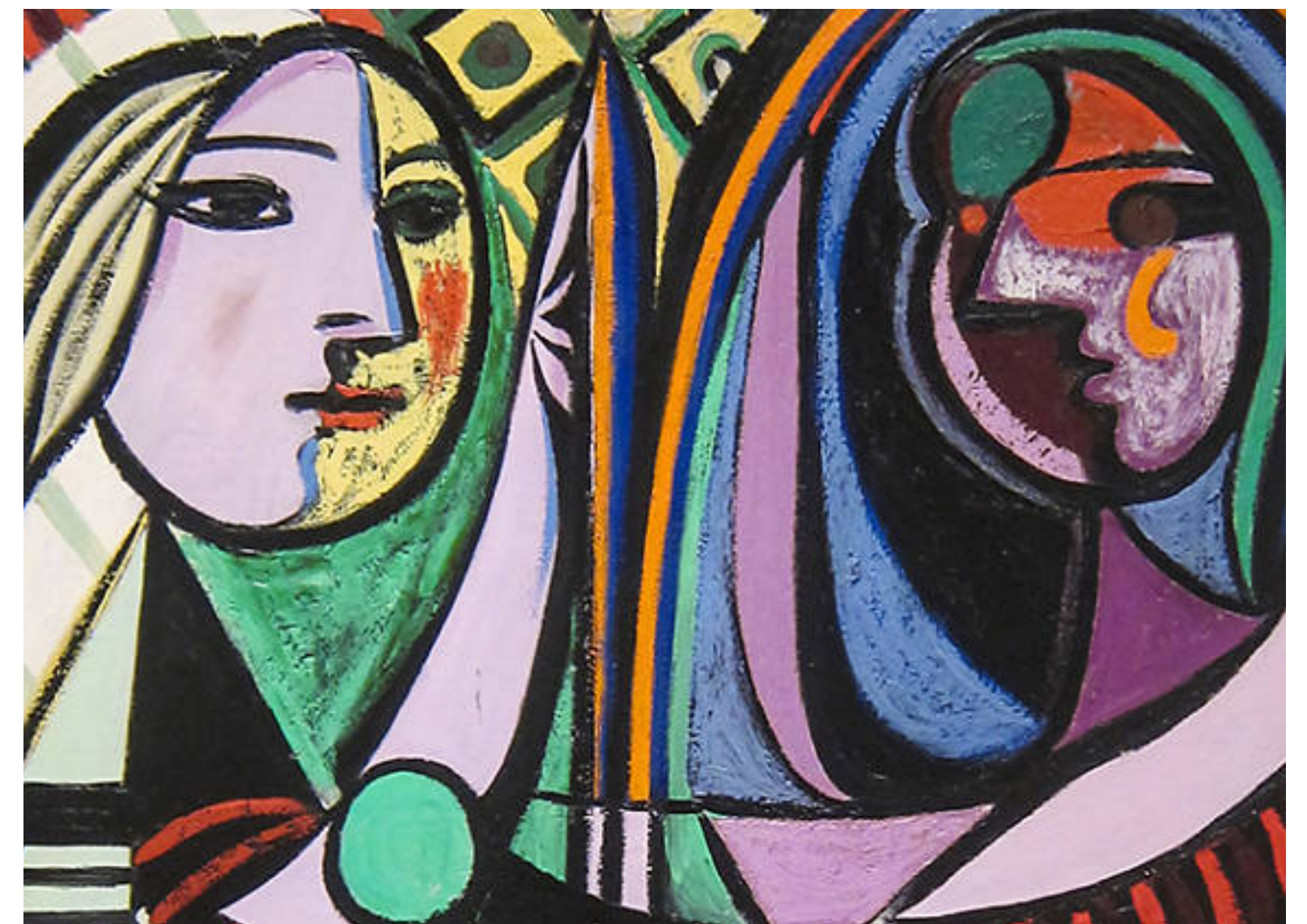
Most professional painters begin by learning the fundamentals of realism — drawing, proportion, perspective, light, and color — and many reach a point where they can accurately render nearly any subject. Over time, however, artists naturally develop toward a style that aligns with who they are and how they want to be known long term. That evolution is how recognizable and meaningful bodies of work are created.

My hope with the examples I've provided is that you can clearly see both my range and accuracy across many subjects and approaches — including ferries, boats, dogs, cityscapes, animals, sunsets, and architectural environments — even though my personal fine art work leans toward a specific visual language.

If selected for this project, my process would begin with a detailed mockup of exactly what I intend to paint on the wall. This concept stage is where adjustments and refinements can be made collaboratively until the city is fully satisfied with the direction. Only after final approval would I begin painting on the large wall surface.

Please keep in mind that the original quote I provided was based on the concept as it was initially presented to me. I can recreate that concept with improved clarity and execution for the quoted price of \$4,000. If the city prefers a substantially higher level of finish approaching full photorealism, the required time — and therefore cost — would increase significantly, potentially doubling or tripling the original bid. A useful way to think about this difference is the contrast between an expressive mural and a highly detailed, time-intensive work such as the Sistine Chapel.

I appreciate the opportunity to clarify this distinction and am happy to answer any questions or discuss options that best align with the city's goals, timeline, and budget.



Contact Info

Adam Smith

- Cell - 405-338-8882
- Email - bluecreationsart@gmail.com
- Website - www.adamsmithgallery.com





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

Agenda Staff Report

Business Items: 7.A. Adoption of a Resolution Authorizing the Mayor to Execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services (Ryan)

Meeting Date: January 27, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

For many years, the City of Port Orchard's maintenance shop was located at the property at 514 Bay Street. This property was included in the Washington State Department of Ecology's Voluntary Cleanup Program to address a historical underground storage tank (UST). To maintain compliance with the Department of Ecology and ensure continued monitoring, the City followed its procurement policies and applicable law, and utilized the MRSC Consultant Roster to select a qualified firm for these services. Geosyntec Consultants, Inc. was identified as the most qualified firm, after reviewing statements of qualifications from rostered firms, and once identified they submitted a proposal to perform annual groundwater sampling, analysis, and reporting for nine monitoring wells located on the property for the years 2026 through 2029. The work will include coordination with other consultants performing semi-annual monitoring, preparation of annual data reports, and recommendations for any program modifications. The total estimated cost for these services is \$63,410, billed on a time-and-materials basis, and the agreement will extend through December 31, 2029. Council approval of this resolution will allow the City to continue essential environmental compliance monitoring at the property in accordance with state cleanup requirements.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the Council adopt a Resolution authorizing the Mayor to execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services, in an amount not to exceed \$63,410, and for a term through December 31, 2029.

Motion for Consideration: I move to adopt a resolution authorizing the Mayor to execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services, in an amount not to exceed \$63,410, and for a term through December 31, 2029.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: Approximately \$16,000 per year will be required for groundwater monitoring services under this agreement. The total estimated cost for the four-year term (2026–2029) is \$63,410. Currently, \$8,000 is budgeted for this testing in 2026 under 001.05.518.20.40. A budget amendment may be required to cover the full cost for 2026, and funds for subsequent years will be allocated during future biennial budget processes.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. CONTRACT_-_Vlist__Marina_Mart_Groundwater_Testing
2. RESOLUTION_-_Vlist_Marina_Mart
3. Proposal_20251121_NCP2025-504_MarinaMartVlist_2026-2029SamplingAndReporting

Port Orchard Contract #: _____
Authorized Amount: \$63,410.00
Date Start: 1/27/2026
Date End: 12/31/2029

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Geosyntec Consultants Inc. , ("Consultant") organized under the laws of the State of Washington located and doing business at 350 Madison Ave N Bainbridge Island, WA 98110, Carmen Tappero, Carmen.Tappero@Geosyntec.com, Carmen.Tappero@Geosyntec.com, 206-838-6590 (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

[Check all applicable payment terms]

- LUMP SUM. Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$_____.**
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ 63,410.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."**
- TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."**
- OTHER _____**

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on 1/27/2026 and ending 12/31/2029 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

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

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

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance

with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

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

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

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

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

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

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they 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.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

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

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

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

13. Termination.

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

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

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

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

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

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. 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.

22. Modification.

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

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366
Bwallace@cityofportorchard.us
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

Phone No.: _____
Email: _____

24. Resolution of Disputes; Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other Party.

25. Compliance with Laws.

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

26. Title VI.

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

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

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

27. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

CITY OF PORT ORCHARD

By: _____

By: _____

Robert Putaansuu, Mayor

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney's Office

APPENDIX A

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

Pertinent Non-Discrimination Authorities:

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

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

November 21, 2025

Mr. Denis Ryan
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366

**Re: Proposal for Ongoing Groundwater Compliance Monitoring
Marina Mart/Vlist Property, Port Orchard, WA**
Proposal No. NCP2025-504

Dear Denis:

Geosyntec Consultants, Inc. (Geosyntec; formerly Aspect Consulting) is pleased to present this proposal to the City of Port Orchard (City) for ongoing groundwater compliance monitoring at the former Marina Mart/Vlist Property, located in Port Orchard, Washington (herein referred to as the Site). We have been monitoring groundwater quality at the Site since 2014 and were previously contracted by the City to provide environmental consulting services at the Site through 2025. At your request, we have prepared this proposal to present the scope, cost, and schedule for an additional 4 years of annual groundwater monitoring and reporting through 2029.

Background and Coordination with Others

Two Kitsap County tax parcels, located at 514 and 528 Bay Street, are currently operated by Vlist Motors for used car sales and service. These properties are defined as:

- **Vlist Property:** The property located at 514 Bay Street, which includes the Vlist Motors sales offices, three garage bays, and asphalt parking areas, was previously owned and operated by the City as a maintenance shop for City vehicles. Three underground storage tanks (USTs) were used by the City between approximately 1972 and 1990 for the storage and distribution of gasoline and diesel fuel. The USTs were temporarily closed in place in 1990 and removed in 1999.
- **Marina Mart Property:** The property located at 528 Bay Street is an asphalt parking lot and was previously a retail gasoline service station, known as the Marina Mart. Three USTs were formerly located on the Marina Mart Property. The USTs were removed in 1992.

Remedial actions, consisting of limited soil excavation on both properties, were conducted between 1999 and 2002. Environmental contractors working for Vlist Motors continue operating an in situ remediation system to treat groundwater on the Marina Mart Property. Groundwater has been monitored periodically on both properties since 2003.

Groundwater on both properties contains gasoline-range petroleum hydrocarbons and benzene at concentrations that exceed the Washington State Model Toxics Control Act cleanup regulation (MTCA) Method A cleanup levels. Seven monitoring wells are located on the Vlist Property to monitor groundwater quality following soil-cleanup activities conducted in 1999, 2001, and 2002. Two monitoring wells, installed by others in 2017, are located on the Marina Mart Property. The City is responsible for completing an annual groundwater monitoring and sampling event, typically

during the first half of the year. Simpson Geosciences, an environmental consultant representing the owners of the former Marina Mart Property, completes compliance monitoring at the same nine monitoring wells during the second half of the year.

Scope of Work

Our work will consist of annual groundwater monitoring, sampling, and reporting in 2026 through 2029. Each sampling event will include measurement of water levels and collection and analysis of groundwater samples from the nine wells, review of the data collected by Simpson Geosciences, and preparation of an annual groundwater data report. The schedule for the work will be coordinated with Simpson Geosciences so the sampling events are completed two times per year and separated by approximately 6 months. Based on the 2025 sampling schedule, and communication with Simpson Geosciences, the 2026 sampling event will be conducted in June.

Prior to sampling, the monitoring wells will be opened and the water level in each well will be measured using an electronic water level meter to the nearest 0.01 inches. Each well will be sampled using a peristaltic pump and dedicated tubing in accordance with standard U.S. Environmental Protection Agency (EPA) low-flow purge techniques. Upon stabilization, groundwater samples will be collected from each monitoring well for laboratory analysis of gasoline-range petroleum hydrocarbons by Northwest Method NWTPH-Gx and benzene, toluene, ethylbenzene, and xylenes (BTEX) by EPA Method 8260C on a standard laboratory turnaround time of 10 days. Purge water that is generated by the sampling will be temporarily stored on the Vlist Property in a 55-gallon steel drum pending receipt of the laboratory results. The cost estimate presented below includes the disposal of two drums of nonhazardous investigation-derived wastewater after the conclusion of the 2029 groundwater monitoring event.

Following receipt of the laboratory results each year, we will prepare a data report to summarize the results of the sampling event. The report will include a text summary of the field activities and results, summary tables of water level measurements and chemical data compared to the applicable MTCA Method A cleanup levels, a figure depicting the groundwater flow direction, and an evaluation of contaminant trends over time. If warranted, the report will include recommendations for modifications to the monitoring program.

Schedule and Cost Estimate

Groundwater sampling is estimated to occur in June of each year. However, this schedule may be modified based on the Simpson Geosciences sampling schedule. Any decisions regarding changes to the sampling schedule will be made in consultation with the City. The data report will be submitted to the City within 15 working days of receipt and validation of the final laboratory report.

The cost estimate to perform the work described herein is provided in Table 1.

Table 1. Cost Estimate for Ongoing Compliance Groundwater Monitoring

Task Name	Labor	Field Equipment	Subcontractors	Total
Project Management & Communications	\$8,200	\$0	\$0	\$8,200
2026 Sampling & Reporting	\$9,850	\$860	\$1,600	\$12,310
2027 Sampling & Reporting	\$10,350	\$970	\$1,700	\$13,020
2028 Sampling & Reporting	\$10,850	\$860	\$1,800	\$13,510
2029 Sampling & Reporting	\$11,300	\$970	\$4,100	\$16,370
Total				\$63,410

Closing

The above Services will be billed on a time-and-materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. This cost proposal is valid for 90 days unless extended in writing by Geosyntec.

By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, the City of Port Orchard accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.

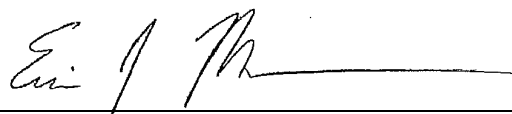
Sincerely,

Geosyntec Consultants, Inc.



Carmen Tappero, GIT
Senior Staff Geologist
Carmen.Tappero@geosyntec.com

Client Representative _____ Date _____



Eric Marhofer, PE
Principle Environmental Engineer
Eric.Marhofer@geosyntec.com

Name

Title

Attachments: Terms and Conditions
Schedule of Charges

S:\City of Port Orchard\Marina Mart_Vlist Property\140310\Contracts\Proposal Material\Proposal for 2026 - 2029\Proposal_20251121_NCP2025-504_MarinaMartVlist_2026-2029SamplingAndReporting.docx

**GEOSYNTEC CONSULTANTS
2026 U.S. RATE SCHEDULE**

Staff Professional	\$185
Senior Staff Professional	\$210
Professional	\$239
Project Professional	\$268
Senior Professional	\$300
Principal	\$325
Senior Principal	\$345
Technician I	\$100
Technician II	\$110
Senior Technician I	\$120
Senior Technician II	\$132
Site Manager I	\$142
Site Manager II	\$162
Construction Manager I	\$174
Construction Manager II	\$189
Senior Designer	\$225
Designer	\$190
Senior Drafter/Senior CADD Operator	\$175
Drafter/CADD Operator/Artist	\$158
Project Administrator	\$104
Clerical	\$ 84
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the BLS reported change in the average hourly earnings of all employees, engineering and drafting services.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC.
FOR ENVIRONMENTAL SERVICES.**

WHEREAS, for many years, the City of Port Orchard's maintenance shop was located at the property at 514 Bay Street, and this property was included in the Washington State Department of Ecology's Voluntary Cleanup Program due to a historical underground storage tank (UST); and

WHEREAS, remedial actions were completed on the property between 1999 and 2002, and groundwater monitoring has been required since that time to ensure compliance with the Washington State Model Toxics Control Act (MTCA) cleanup standards; and

WHEREAS, the City has been responsible for ongoing groundwater monitoring at the property and an adjacent parcel since 2014, including annual sampling and reporting to the Department of Ecology; and

WHEREAS, continued monitoring is necessary to maintain compliance with state requirements; and

WHEREAS, following City procurement policies, the City utilized the MRSC Consultant Roster to review Statements of Qualifications and select a qualified firm to provide these services; and

WHEREAS, Geosyntec Consultants, Inc. was identified as a the most qualified consultant, and submitted a proposal to perform annual groundwater sampling, analysis, and reporting for nine monitoring wells for the years 2026 through 2029, including coordination with other consultants performing semi-annual monitoring, preparation of annual data reports, and recommendations for any program modifications; and

WHEREAS, the proposed Professional Services Agreement provides for these services in an amount not to exceed \$63,410, billed on a time-and-materials basis, and extends through December 31, 2029; and

WHEREAS, Council approval of this resolution will allow the City to continue essential environmental compliance monitoring in accordance with state requirements;

**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 hereby authorizes the Mayor to execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services, in an amount not to exceed \$63,410, and for a term through December 31, 2029, substantially in the form attached hereto as Exhibit A.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 27th day of January, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

November 21, 2025

Mr. Denis Ryan
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366

**Re: Proposal for Ongoing Groundwater Compliance Monitoring
Marina Mart/Vlist Property, Port Orchard, WA**
Proposal No. NCP2025-504

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Groundwater on both properties contains gasoline-range petroleum hydrocarbons and benzene at concentrations that exceed the Washington State Model Toxics Control Act cleanup regulation (MTCA) Method A cleanup levels. Seven monitoring wells are located on the Vlist Property to monitor groundwater quality following soil-cleanup activities conducted in 1999, 2001, and 2002. Two monitoring wells, installed by others in 2017, are located on the Marina Mart Property. The City is responsible for completing an annual groundwater monitoring and sampling event, typically

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Closing

The above Services will be billed on a time-and-materials basis in accordance with the attached Schedule of Charges. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. This cost proposal is valid for 90 days unless extended in writing by Geosyntec.

By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, the City of Port Orchard accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.

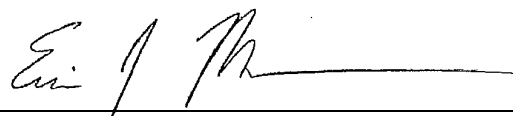
Sincerely,

Geosyntec Consultants, Inc.



Carmen Tappero, GIT
Senior Staff Geologist
Carmen.Tappero@geosyntec.com

Client Representative _____ Date _____



Eric Marhofer, PE
Principle Environmental Engineer
Eric.Marhofer@geosyntec.com

Name

Title

Attachments: Terms and Conditions
Schedule of Charges

S:\City of Port Orchard\Marina Mart_Vlist Property\140310\Contracts\Proposal Material\Proposal for 2026 - 2029\Proposal_20251121_NCP2025-504_MarinaMartVlist_2026-2029SamplingAndReporting.docx

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is attached to and made a part of the proposal submitted to the City of Port Orchard (“Client”) by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively “Geosyntec”), dated November 21, 2025, (“Proposal”). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client’s authorization to proceed. The Client and Geosyntec are referred to herein individually as “Party” and collectively as “Parties”.

1. ACCEPTANCE OF TERMS

The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client’s signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, are conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to these changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.

2. SCOPE OF SERVICES

The services to be provided by Geosyntec pursuant to this Agreement (“Services”) are described in the Proposal, and any amendments or Service Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site (“Project Site”).

3. CLIENT RESPONSIBILITY

Client shall provide Geosyntec, in writing (where applicable), all information relating to Client’s requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. If Geosyntec employees are embedded in the Client’s organization the Client shall be responsible for all oversight, direction and work product prepared by the individual at the Client’s Direction. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

4. COMPENSATION, INVOICING AND PAYMENT

The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec’s rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a “not to exceed” budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec’s then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client’s receipt of payment from any other parties. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

5. CHANGES

In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

6. RECOGNITION OF RISK

Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

7. STANDARD OF CARE

Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client including without limitation third party claims for contribution and indemnification), arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims, or any claims arising from services rendered by Geosyntec employees embedded in the Client's organization, asserted against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The

foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

10. INSURANCE:

Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|-------|--|-------------------------------------|
| (i) | Workers' Compensation | Statutory |
| | Employer's Liability | - \$1,000,000 per occurrence |
| (ii) | Commercial General Liability or Public Liability Insurance | - \$1,000,000 per occurrence |
| (iii) | Comprehensive Automobile Liability | - \$2,000,000 combined single limit |
| (iv) | Professional Liability | - \$2,000,000 per claim |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. DISPUTE

The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 20 below. Any applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

12. RIGHT OF ENTRY

Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

13. PROJECT SITE RESPONSIBILITIES

If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

14. HAZARDOUS SUBSTANCES

"Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous

Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

15. CONFIDENTIALITY

Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS

Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

17. DELAYS AND FORCE MAJEURE

Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

18. SUSPENSION/TERMINATION

If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

19. ASSIGNMENT AND THIRD PARTY RIGHTS

Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

20. VALIDITY AND SEVERABILITY

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

21. GOVERNING LAW AND VENUE

This Agreement and all disputes related to it shall be governed and construed by the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Seattle, Washington. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

22. INTEGRATED WRITING

This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

23. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES

The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

GEOSYNTEC CONSULTANTS 2026 U.S. RATE SCHEDULE

Staff Professional	\$185
Senior Staff Professional	\$210
Professional	\$239
Project Professional	\$268
Senior Professional	\$300
Principal	\$325
Senior Principal	\$345
Technician I	\$100
Technician II	\$110
Senior Technician I	\$120
Senior Technician II	\$132
Site Manager I	\$142
Site Manager II	\$162
Construction Manager I	\$174
Construction Manager II	\$189
Senior Designer	\$225
Designer	\$190
Senior Drafter/Senior CADD Operator	\$175
Drafter/CADD Operator/Artist	\$158
Project Administrator	\$104
Clerical	\$ 84
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the BLS reported change in the average hourly earnings of all employees, engineering and drafting services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.



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

Agenda Staff Report

Business Items: 7.B. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with SCJ Alliance for On-Call Engineering Staffing Assistance (Ryan)

Meeting Date: January 27, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The Public Works Department is currently experiencing a short-term shortage of engineering staff due to extended staff absences, which impacts its ability to deliver critical projects, permit review, and maintain service levels. To address this temporary staffing gap, the City intends to enter into an on-call agreement with SCJ Alliance for engineering staffing assistance. Pursuant to RCW 39.80 and the City's procurement policies, the City undertook a qualifications-based selection process, utilizing its consultant roster (through MRSC) to identify qualified firms. The top three firms, based on the submitted statement of qualifications, were interviewed by City staff on January 8, 2026. SCJ Alliance scored the highest and was asked to provide a detailed scope and fee for services. The resulting Professional Services Agreement includes Exhibits A (Scope of Work) and B (Fee Estimate), in an amount not to exceed \$100,000. This agreement will provide the City with flexible access to engineering expertise to support ongoing projects and operational needs until permanent staffing levels are restored.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of a Resolution authorizing the Mayor to execute a Professional Services Agreement with SCJ Alliance for on-call engineering staffing assistance in an amount not to exceed \$100,000.00.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a Professional Services Agreement with SCJ Alliance for on-call engineering staffing assistance in an amount not to exceed \$100,000.00.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: The total contract amount of \$100,000 will be funded through existing

appropriations in the Public Works operating budget. No budget amendment is required. The city will be utilizing appropriations from unfilled salary and benefit positions to cover the on-call expenses.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. CONTRACT_-_Engineering_Staffing_Support
2. RESOLUTION_-_Eng_On_Call_11177023.1_

Port Orchard Contract #: _____
Authorized Amount: \$100,000
Date Start: 1/27/2026
Date End: 1/27/2027

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orchard, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and SCJ Alliance, (“Consultant”) organized under the laws of the State of Washington located and doing business at 2727 Hollycroft St, Suite 230 Gig Harbor, WA 98335, Aaron Knight 253.201.0777, aaron.knight@scjalliance.com, (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In addition, the Consultant shall perform such additional work as is assigned by the City. This Agreement does not obligate the City to assign any specific additional work or any additional work to the Consultant. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below.

- LUMP SUM. Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$_____.**
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$100,000.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."**
- TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."**
- OTHER _____**

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such

work until the work meets the requirements of the Agreement. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing on 1/27/2026 and ending 1/27/2027 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions prior to expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

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

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

5. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act,

Chapter 42.56 RCW (“the Act”). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City’s public records officer at no cost to the City.

7. Relationship of the Parties; Independent Consultant.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

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

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

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

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

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

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. 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.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. 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 Provision.* The Consultant's Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, that they 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.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

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

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

11. City's Right of Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk.

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

13. Termination.

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

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Rights Upon Termination.*

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

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

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

E. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

F. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

15. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract.

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

17. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. 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.

22. Modification.

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

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Port Orchard shall be sent to the following address:

City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, Washington 98366
Bwallace@cityofportorchard.us
Phone: 360.876.4407 Fax: 360.895.9029

Notices to the Consultant shall be sent to the following address:

Phone No.: _____
Email: _____

24. Resolution of Disputes; Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other Party.

25. Compliance with Laws.

The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

26. Title VI.

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

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

A. *Compliance with Regulations.* The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. *Nondiscrimination.* The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

C. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

D. *Information and Reports.* The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
- ii. cancelling, terminating, or suspending the Agreement, in whole or in part.

F. *Incorporation of Provisions.* The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

27. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

CITY OF PORT ORCHARD

By: _____

By: _____

Robert Putaansuu, Mayor

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATE

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

Port Orchard City Attorney's Office

APPENDIX A

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

Pertinent Non-Discrimination Authorities:

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

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Scope of Work On-Call Engineering Support City of Port Orchard, WA

Prepared For: Chris Hammer, PE, PMP
City Engineer
City of Port Orchard, WA

Prepared By: George Hilten, PE

Date Prepared: January 15, 2026

Overview

The City of Port Orchard has requested SCJ Alliance to provide on-call engineer support to supplement the City Public Works Department staff. Tasks may include, but are not limited to, the following:

- ◆ Project Management
- ◆ Construction Administration
- ◆ Construction Inspection
- ◆ Review of contracts, specifications, plans
- ◆ Review of project specific permitting requirements
- ◆ Review of project specific grant and loan program requirements
- ◆ Design of assigned City Capital Improvement Projects

Upon identification of an on-call task order, SCJ Alliance will prepare a task-specific scope of work and fee estimate for review and approval by the City. Work will commence upon receipt of written notice to proceed from the City. Fee estimates will be based on the hourly billing rates included herein.

Task orders issued by the City of Port Orchard shall be provided in writing through a Task Order Document similar in format to Attachment 1. All task orders shall become effective when the Task Order Document is signed by both the Consultant and the City of Port Orchard

Attachment 1. Task Order Document

Attachment 2. SCJ Alliance Billing Rates



CITY OF PORT ORCHARD

216 Prospect Street
Port Orchard, WA 98366
(360) 874-5533

TASK ORDER: ON-CALL SERVICES

CITY'S PROPOSAL	
City Task Order No.: _____	Date: _____
This is an Amendment to the Task Order referenced above: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City Information:	
City Contact: _____	
Department: _____	
Phone Number: _____	Email: _____
Consultant Information:	
Contract Number: _____	
Company Name: _____	
Contact Name: _____	
Phone Number: _____	Email: _____
On-Call Services Project:	
Task Name: _____	
Site Address / Location: _____	
Related Permit Number: _____	
Company Name: _____	
Company Contact Name: _____	
Contact Email Address: _____	
Task Order Description / Scope of Work:	

CONSULTANT'S RESPONSE

Consultant's Project Number:

Work Tasks <i>(Labor, Materials, Supplies, Equipment, Incidentals)</i>	Estimated Hours	Estimated Budget
1.		
2.		
3.		
4.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
Anticipated Completion Date:		
Total Estimated Budget:		

APPROVALS: Scope of work tasks, time and budget estimates

Approved by Consultant:	Authorization to Proceed - City of Port Orchard:
By:	<input type="checkbox"/> Authorized to proceed subject to funds available from previous deposit.
Signature:	By:
	Signature:
Title:	Title:
Date:	Date:

**Bill to: City of Port Orchard, Accounts Payable, 216 Prospect St., Port Orchard, WA 98366
ap@cityofportorchard.us**



SCJ Alliance
Billing Rate Schedule – 2026

EXHIBIT B

Classification	Hourly Billing Rate
Principal	\$220 - \$465
Senior Consultant	\$200 - \$460
Senior Project Manager	\$190 - \$350
PM3 Project Manager	\$170 - \$300
PM2 Project Manager	\$160 - \$290
PM1 Project Manager	\$150 - \$275
Senior Engineer	\$160 - \$245
E4 Engineer	\$150 - \$235
E3 Engineer	\$130 - \$185
E2 Engineer	\$120 - \$160
E1 Engineer	\$110 - \$155
Senior Landscape Architect	\$135 - \$200
L4 Landscape	\$140 - \$185
L3 Landscape	\$120 - \$165
L2 Landscape	\$110 - \$145
L1 Landscape	\$100 - \$130
Senior Planner	\$180 - \$265
P4 Planner	\$140 - \$190
P3 Planner	\$120 - \$185
P2 Planner	\$110 - \$160
P1 Planner	\$100 - \$145
Senior Technician	\$135 - \$225
T4 Technician	\$120 - \$170
T3 Technician	\$110 - \$150
T2 Technician	\$95 - \$155
T1 Technician	\$80 - \$125
Construction Inspector	\$145 - \$230
Graphic Designer	\$100 - \$185
PC 2 Project Coordinator	\$120 - \$165
PC 1 Project Coordinator	\$100 - \$155
Project Accountant	\$100 - \$200

Direct project expenses are billed at cost plus 10%

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT SCJ ALLIANCE FOR ON-CALL ENGINEERING
STAFFING ASSISTANCE.**

WHEREAS, the City of Port Orchard Public Works Department is currently experiencing a temporary shortage of engineering staff due to extended staff absences, which impacts the ability to deliver critical projects and maintain service levels; and

WHEREAS, to address this temporary staffing gap, the City sought a qualified engineering firm to provide on-call engineering services; and

WHEREAS, pursuant to RCW 39.80 and the City's procurement policies, the City undertook a qualifications-based selection process, utilizing its consultant roster hosted through MRSC to identify qualified firms; and

WHEREAS, the City interviewed the top three most qualified on January 8, 2026, and SCJ Alliance scored the highest during the evaluation process and was asked to provide a detailed scope and fee for services; and

WHEREAS, the proposed Professional Services Agreement includes Exhibits A (Scope of Work) and B (Fee Estimate), in an amount not to exceed \$100,000, and provides for on-call engineering staffing assistance;

WHEREAS, Council finds it is in the best interests of the City to enter into this Agreement to maintain essential engineering capacity and ensure timely delivery of projects and services during a temporary staffing shortage; 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 hereby authorizes the Mayor to execute a Professional Services Agreement with SCJ Alliance for on-call engineering staffing assistance, in an amount not to exceed 100,000.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 27th day of January, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC



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

Agenda Staff Report

Business Items: 7.C. Adoption of a Resolution Adopting AWC-RMSA Member Standards (Wallace)

Meeting Date: January 27, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

The City has been a AWC-RMSA member for over 30 years. In 2013, RMSA implemented Member Standards for its members to help reduce property and liability losses. The standards are based on historical driven claims, in hopes of gaining compliance to either eliminate or greatly reduce exposure to its members.

Over the years, the standard have been advisory in which the City of Port Orchard meet or was working towards compliance. This year's update to the Standards is to require Council adoption, and they went from advisory to required.

The following are new required standards:

- Leadership is now required to review and ensure both compliance and understanding of all Standards.
- Vendor Audits is a new standard.
- Cyber Security, IT Support is a new standard.
- Driving Policy is a new standard.
- Repeat Claims by the same driver is a new standard.

Staff has received the Standards and are either already in compliance or working towards meeting them.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends adoption of the resolution, adopting AWC-RMSA Member Standards as presented.

Motion for Consideration: I move to adopt a resolution, adopting the Risk Management Service Agency (RMSA) Member Standards as presented.

Has item been presented to Committee/Work Study? No

If so, which one: No.

Fiscal Impact: None at this time. However, not approving could result in higher deductibles not reflected in the adopted budget.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. memberstandardsfaqs
2. RMSA_memberstandards_2026
3. Res_Member_Standards



Risk Management SERVICE AGENCY

Member Standards FAQ

This document is designed to help RMSA members navigate RMSA Member Standards. It provides guidance on recent updates, requirement clarification, compliance and deductibles, training, and support. While this resource addresses common questions, it does not replace the full RMSA Member Standards document. For specific questions or unique circumstances, reach out to RMSA staff.

Updates to Member Standards

How often do Member Standards change?

Member Standards are reviewed regularly to incorporate regulatory changes, best practices, and program and loss history trends. Members are notified when updates occur.

What has changed?

Effective January 1, 2026, RMSA's Member Standards were updated following the Board of Directors adoption. All Member Standards are now required, and any claims occurring on or after this date are subject to the new requirements.

Additionally:

- Deductibles increased on many standards to incentivize compliance, as these standards are critical for mitigating risk.
- Strengthened language, and standards are combined/simplified to make them more practical and attainable for members.

Understanding Member Standards

What are the Member Standards?

RMSA's Member Standards outline the essential requirements and best practices members must follow to ensure compliance and promote safe and effective operations.

Why do Member Standards exist?

Member Standards help ensure consistency across all members, support risk management practices, and provide guidance on policies, training, and operational expectations.

Who do the Member Standards apply to, and must they be fully compliant?

The Member Standards apply to all RMSA member entities, employees, elected officials, and representatives who perform any work on behalf of the organization. All applicable standards to your entity are required.

Do other risk pools have Member Standards?

Yes, and in many cases, they are more rigorous and expensive to comply with than the AWC RMSA Member Standards.

What does "outsourcing" mean in Crime Standard 2 – Separation of duties if a member does not have a second person?

If staffing limitations prevent separation of duties internally, a member can outsource the review process. For example:

- Partner with a nearby municipality to review each other's financials.
- Engage an external service provider or accounting service for periodic checks.
- Collaboration is encouraged, and RMSA can help brainstorm practical solutions.

Compliance & deductibles

How does a member avoid having to pay a deductible?

Comply with the Member Standards. Compliance ensures members remain in the zero-deductible program. Deductibles only apply when there is no effort or progress toward meeting the Standards.

What happens if a member falls out of compliance?

Members that fall out of compliance will be subject to a deductible or run the risk of no coverage.

How can a member regain compliance?

Members can regain compliance by complying with all Member Standards.

Will a deductible still apply if a member regains compliance?

If a member was out of compliance at the time of an incident/claim, the deductible will still apply. After compliance is restored, coverage terms resume, and compliance-related deductibles will not apply to claims moving forward.

What if a member is working towards compliance, but isn't fully there yet?

RMSA understands that the process takes time. If a member is actively working towards compliance and can show meaningful steps, the matter may be reviewed accordingly.

For tiered deductibles, does that mean a member will automatically have a first offense deductible?

No. Tiered deductibles work the same as other standards: if a member is compliant, deductibles do not apply.

What does a rolling 10-year period mean in the tiered deductibles?

A rolling 10-year period means RMSA looks back over the most recent 10 years from the date of the current loss, not a fixed time span.

Training

What trainings are required under the Member Standards and how often?

Required trainings may vary depending on job duties. Review each respective Member Standards section for details on the following trainings:

- **Administration – Elected officials** (due within 90 days of taking office and then every four years) & employment training (annually)
- **Crime – Fraud prevention training** (annually)
- **Cyber security – Cyber awareness training** (annually)
- **Driving – Defensive driving** (every three years) & **EVOC/EVIP training** (every three years)
- **Land use – Land use training** (within six months of assuming responsibility for land use issues, retake every four years)
- **Law enforcement – Use of force** (annually) & **CJTC training** (follow CJTC's requirements)

Who is responsible for maintaining Member Standard training records?

The member is responsible for maintaining training records.

How do members track their Member Standard training compliance?

Members may use the following:

- RMSA's Employee Training Tracker
- RMSA-U online on-demand training platform (log employee training and expiration dates)
- Create/use your own internal tracking system

Member Standards support

Where can members find the Member Standards?

The current version of the Member Standards is available in the Member Standards section of our website at wacities.org/RMSA.

Who can members contact with questions about Member Standards?

Contact the [RMSA team](#) at any time.

How can a member receive assistance complying with Member Standards?

RMSA is committed to making compliance achievable and meaningful. Here's how we support you:

Training options:

- On-demand courses through RMSA-U
- RMSA-hosted trainings
- AWC trainings
- RMSA's scholarship program

Loss prevention grants: Available for projects that help meet Member Standards. Contact [RMSA staff](#) for ideas and guidance.

Personalized support: RMSA staff can consult with you to identify solutions tailored to your entity.

What if a member didn't know about the Member Standards?

RMSA takes proactive steps to ensure members are informed:

- Printed copy of Standards mailed to each member.
- Updated Standards distributed via email requiring a certification that they had been received and forwarded to department heads.
- Orientation for new members and staff.
- Regular newsletter highlights.
- Annual renewal survey includes a certifying question about reviewing standards; RMSA follows up with anyone who answers "no."
- RMSA Risk Manager reviews standards during onsite risk management checkups.
- Discussion of standards at RMSA's Annual Meeting.
- Administration Standard requires governing bodies to review Member Standards annually.
- Standards are always accessible on our website (wacities.org/RMSA).

With these efforts, we aim to keep all members fully aware and engaged.

What if a member is trying to comply, but they aren't getting much support from their governing body?

This challenge is common, and RMSA is here to help. We can:

- Present at your governing body's meeting to explain the importance of compliance and walk through the expectations.
- Provide resources and examples to demonstrate how standards reduce risk and protect your entity. Our goal is to help you gain buy-in and make compliance easier.

Risk Management Service Agency

RMSA

SECURITY | STABILITY | SERVICE



Member Standards



Effective January 1, 2026

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Introduction

The AWC Risk Management Service Agency's Member Standards were adopted by the Board of Directors to provide consistent administrative practices for members, reducing property and liability losses.

The Standards focus on areas which have historically driven AWC RMSA's claims expenses and where compliance with these Standards would either eliminate or greatly reduce exposure for RMSA and its membership. The Standards are in alignment with sound best practices in the pooling industry. By following these Standards, the Board is confident that members will significantly decrease the likelihood of experiencing property and liability losses and reduce costs for themselves and help the long-term financial stability of the AWC RMSA pool.

An AWC RMSA member's failure to comply with Member Standards will result in an applicable penalty being applied to the loss.

Compliance with these Member Standards can be accomplished in a variety of ways. While RMSA-U and RMSA hosted trainings are free and available to meet required Member Standards, members can also take advantage of another entity's training as long as they are in the scope of what the Member Standard is prescribing.

Each member is responsible for keeping record of their elected officials and employee's training and shall do so with either our Member Standards training tracker or their own tracking system. If assistance is needed in determining if a training is compliant with a Member Standard or if there are further questions on Member Standards, contact RMSA staff.

Administration

Deductible

If a claim arises related to any of the administration standards and the corresponding requirements have not been met, the member shall be subject to a **\$2,500 deductible**.

Administration Standard 1 Member Standard review

All elected officials and department heads shall conduct an annual review of the RMSA Member Standards to ensure both compliance and understanding.

Administration Standard 2 RMSA orientation

The city/town administrator, the mayor, and the designated AWC RMSA contact shall participate in an AWC RMSA program orientation within 90 days of joining the pool, or within 90 days of a new officials first day of service. This training consists of an overview of claims reporting; grant, scholarship, and training opportunities; loss prevention inspections; and program administration.

Administration Standard 3 Elected officials training

All newly elected or appointed mayors and councilmembers, board members, and commissioners shall complete the AWC Elected Officials Essentials training or a comparable course, which includes the required OPMA and PRA training, within 90 days of taking office, and must take the training as a refresher at least every four years. This training is required by Washington State Law (RCW. 42.56.150).

Administration Standard 3 Continuing education training

All elected officials, employees with direct reports, and all department heads shall complete at least one AWC RMSA- approved training course on an employment practices-related topic per year. Non-AWC RMSA sponsored training will require advance approval from AWC RMSA to meet this requirement.

Administration Standard 4 Contract and interlocal agreement review

Contracts and interlocal agreements where the member is the procurer of services shall contain a third-party indemnification clause and insurance coverage provisions. Members shall either use AWC RMSA's pre-approved insurance and indemnification language or shall be forwarded to the AWC RMSA for review of the indemnification and insurance language, in advance of adoption by the member's governing body.

Administration Standard 5 Disaster plan

The mayor, all department heads, and others identified with emergency management responsibilities shall review their entity's disaster plan annually. The plan shall also be tested annually by an emergency operation exercise such as a tabletop, sand table, full scale test of a part of the plan, or by an actual local emergency declaration.

Crime

Deductible

If a loss related to the handling or management of public funds occurs, and the member employee responsible for that incident and/or any other person involved in the internal control process has not complied with any one of the crime standards, a tiered deductible will be applied to losses recurring within a rolling 10-year period.

First offense: 25% deductible applied to the claim

Second offense: 50% deductible applied to the claim

Third offense and on: No coverage for the claim

Crime Standard 1 Fraud prevention training

All elected officials and all member employees that handle or oversee the handling of public funds shall annually participate in a RMSA-approved training on internal financial control systems, specific to preventing or reducing fraud.

Crime Standard 2 Separation of duties

The member shall adopt and enforce a policy outlining the separation of financial duties to ensure that one person does not have the sole responsibility of receiving payments, making purchases on behalf of the entity, reconciling cash receipts, and overseeing the process. If the member has only one employee available for these duties, outsourcing must be used.

Crime Standard 3 Credit card usage

The member shall adopt and enforce a credit card use policy to provide guidance to individuals trusted to access and use the entity's credit card(s). The credit card policy shall include guidance for usage in the following areas: (a) who credit cards are distributed to, (b) the authorization and control of use of credit card funds, (c) the credit limits available, (d) payment of the bills, and (e) any other policy or procedure necessary to implement or administer the system under RCW 43.09.2855.

Crime Standard 4 Financial audits

In addition to routine SAO audits, the member shall conduct scheduled and unscheduled reviews of financial reports, including specific risks such as bank and credit card statements and vendor lists. These reviews shall include auditing revenue and expense trends to identify any unusual fluctuations or purchases made. Any management letters issued by the SAO, or discrepancies identified shall be rectified and addressed in policy and practice.

Crime Standard 5 Vendor audits

The member shall adopt and enforce a policy for conducting annual reviews of their vendor lists. This policy shall include procedures for identifying discrepancies, duplicates, and verifying billing addresses and bank information. The review process shall ensure the accuracy and integrity of vendor information and help prevent fraudulent activities.

Cyber Security

Note: Cyber security insurance coverage is dependent on specific mitigation measures taken by the member prior to the loss. Review RMSA's Cyber Coverage Agreement for specific requirements outside of RMSA's Member Standards.

Deductible

If a cyber security claim occurs and the member employee responsible for that incident and/or the member at large has not complied with any one of the cyber standards, a tiered deductible will be applied to losses recurring within a rolling 10-year period.

First offense: \$2,500 deductible applied to the claim

Second offense: \$10,000 deductible applied to the claim

Third offense and on: \$25,000 deductible applied to the claim

Cyber Security Standard 1 Cyber awareness training

All employees and elected officials who have access to their entity's electronic systems or information shall complete at least one cyber security awareness-related training (recognizing phishing emails, computer security basics, etc.) annually.

Cyber Security Standard 2 IT support

The member shall have some level of IT support whether internally, externally and/or utilize *free cyber security services available to local government entities.

*Contact RMSA staff for complimentary cyber security resources offered by CISA, the State Auditors Office (SAO), and more.

Cyber Security Standard 3 Payment instructions verification

The member shall develop and adopt a policy related to the verification of external financial payments to include a procedure to verify the authenticity of each payment request. This could include implementing a call-back verification process or a secondary verification by a second employee. **Coverage excluded:** This is a direct requirement of RMSA's cyber insurer to access coverage for social engineering fraud. Non-compliance, in the form of failure to have such a procedure in place, will void otherwise available coverage and result in coverage being excluded.

Driving

Deductible

If an auto incident occurs and the member employee responsible for that incident and/or the member at large has not complied with the applicable standards, a **\$2,500 deductible** will apply to the claim.

Driving Standard 1 Defensive driver training

All drivers (employees and volunteers, including public safety and law enforcement) who operate member owned vehicles shall complete an RMSA-approved defensive/distracted driving course before driving a member vehicle and at least every three years thereafter. Additionally, all drivers of emergency vehicles shall complete an EVOC/EVIP training before driving a member vehicle and at least every three years thereafter. If the EVOC/EVIP course includes a defensive/distracted driving component, that will satisfy the requirement.

Driving Standard 2 Driving policy

Members shall have a comprehensive driving policy in place that addresses all aspects of vehicle operation. This policy must include procedures for regularly obtaining and maintaining driving abstracts for all member drivers, including moveable equipment, with updated abstracts pulled at least every three years. The policy shall also cover vehicle use guidelines, restrictions or allowances for personal use, driver selection criteria, protocols for reporting and managing driving incidents, and shall comply with any union agreements or other authority.

Driving Standard 3 Repeat claims by the same driver

The member shall implement procedures to address situations where a single driver is involved in multiple driving accidents. When a repeat claim involving the same driver occurs, the member shall promptly conduct a review to determine the cause and identify appropriate corrective actions. Permanent or temporary mitigation measures, such as additional training, supervision, or reassignment, shall be instituted as soon as feasible to prevent future similar incidents.

Driving Standard 4 Backing

It is good practice that all vehicles that are not factory-equipped with a back-up camera system be retrofitted. Regardless of the presence of a back-up camera, the member shall have a backing policy and/or training in place that includes requiring drivers to use safe backing practices. This includes having drivers walk around the vehicle to identify hazards before backing out of an area, using a spotter, and/or not rely solely on mirrors.

Employment Practices

Deductible

If a claim related to an employment matter is filed and the applicable member standards have not been complied with a **\$25,000 deductible** will apply to the claim.

Employment Practices Standard 1 Review prior to personnel action

Prior to taking any personnel action that may result in termination of an employee, and/or notifying the employee of such final disposition, the member shall notify RMSA and allow RMSA to review the merits and risks of the termination. RMSA shall provide guidance at staff's discretion, and the member must follow RMSA/ appointed legal counsel's advice.

Employment Practices Standard 2 Personnel policy review

Personnel policies and procedures shall be reviewed at least every five years by an attorney who specializes in employment practices liability or through RMSA's HR resource. When recommended, the personnel policies and procedures shall be revised, and the changes communicated to all employees. In addition, personnel policies and procedures must be consistently enforced throughout the organization, subject to circumstances in which an exception is deemed by management to be in the best interests of the organization.

Land Use

Deductible

If a claim related to a land use matter is filed and the member standards have not been complied with a **\$2,500 deductible** will apply to the claim.

Land Use Standard 1 Land use action

Prior to adoption of a new land use ordinance, action, moratorium, or renewal of an existing moratorium, a member shall contact AWC RMSA prior to council action or adoption for review of the proposed moratorium by RMSA staff or an AWC RMSA approved attorney. RMSA shall provide guidance at staff's discretion, and the member must follow RMSA/appointed legal counsel's advice.

Land Use Standard 2 Land use training

The council and planning commission shall complete training within six months of assuming responsibility for land use issues. This training shall include a review of the moratorium process. A refresher training shall be taken every four years.

Law Enforcement

Deductible

If a law enforcement related claim is filed and the member standards have not been complied with a **\$25,000 deductible** will apply to the claim.

Law Enforcement Standard 1 Use of force training

Commissioned officers and reserve officers shall annually complete training on the use of force policy adopted by the member.

Law Enforcement Standard 2 CJTC training requirements

Law enforcement departments shall follow the Criminal Justice Training Commission training standards for criminal justice professionals.

Public Works/Operations

Deductible

If a claim related to Public Works/Operations standard 1-3 is filed and the member standards have not been complied with a **\$2,500 deductible** will apply to the loss.

For repeat claims related to Public Works standard 4, a tiered deductible will apply to losses recurring within a rolling 10-year period.

First offense: \$5,000 deductible applied to the claim

Second offense: \$7,500 deductible applied to the claim

Third offense and on: No coverage for the claim

Public Works/Operations Standard 1 Sewer systems

The member shall retain documentation confirming routine inspections and/or cleaning of their sanitary/stormwater systems have been completed within a five-year period. It is acknowledged that it may not be feasible for the entirety of the system to be cleaned every five years, however priority will be placed on high-impact areas. Known, problematic areas shall be inspected on an annual basis and cleaned as needed. Documentation shall include the location and date of inspection/cleaning.

Public Works/Operations Standard 2 Sidewalks & Streets

The member shall retain documentation confirming complaints and the member's responses to complaints regarding issues and/or repairs needed for sidewalks and streets.

Public Works/Operations Standard 3 Securing property against theft policy

The member shall adopt and maintain a written policy outlining procedures for securing all vehicles and portable high-value items against theft when not in use. The policy shall address requirements for securing tools and equipment in work vehicles (e.g. use of locking boxes or bed covers), prohibiting items from being left in view when unattended, and ensuring that keys are never left in unattended vehicles. The policy shall also specify that items are not to be left in vehicles overnight.

Public Works/Operations Standard 4 Repeat claims

The member shall address identifiable hazards or practices that have resulted in a third-party claim in order to avoid future similar losses. When feasible, either permanent or temporary mitigation measures shall be implemented immediately upon notice of the claim. In situations where the cause of loss has been identified and has the potential to cause future damage, the member must apply a permanent remedy as soon as practicable.

Frequently Asked Questions

Must we be fully compliant with the Member Standards?

Yes. AWC RMSA Member Standards have been in place since 2013 and all members are required to be in full compliance with the Member Standards to avoid any financial penalties. AWC RMSA staff can provide assistance in helping you comply with the Member Standards.

What if we can't afford the resources needed to comply?

Most of the Member Standards requiring training can be completed for free using RMSA-U webinars, our on-site or regional trainings, or by taking advantage of AWC RMSA's scholarship program. Loss control grants are specifically targeted to help with Member Standard compliance. AWC and RMSA can assist members with finding other grants.

Do other risk pools have member standards?

Yes, and in many cases, they are more rigorous and expensive to comply with than the AWC RMSA Member Standards.

Does AWC RMSA have resources to help with meeting the Member Standards?

Yes. RMSA has many free resources such as model polices, loss prevention guides, inspection forms, and training which can be used to help meet these standards. In addition, a personnel policies manual template is available.

Who is responsible for maintaining the training records?

The member is responsible for maintaining training records.

Must we have AWC RMSA review all land use ordinances, moratorium, and/or proposed land use actions?

Yes. If a member adopts a new moratorium or renews an existing moratorium without allowing the moratorium to be reviewed by an RMSA-approved attorney prior to council action or adoption and a claim or lawsuit is filed, a deductible will apply. RMSA's free pre-litigation service can help members identify if adopting or extending a land use moratorium is a prudent course of action.

Are we required to send all contracts and interlocal agreements to AWC RMSA before we approve and sign?

No. RMSA provides standard insurance and indemnification language on our website which you can incorporate into your contracts and agreements. If this language is not used, RMSA shall then review the insurance and indemnification portions of contracts and agreements to protect our members' interest.

Does the contract review standard include labor agreements?

No. AWC RMSA does not review your labor or collective bargaining agreements. These shall be reviewed by an attorney with expertise in employment practices, labor, and/or collective bargaining.

Risk Management Service Agency

RMSA

SECURITY | STABILITY | SERVICE



Association of Washington Cities
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wacities.org/RMSA

RESOLUTION NO. _____-26

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING ASSOCIATION OF WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA) MEMBER STANDARDS.

WHEREAS, the City of Port Orchard is a current member of the AWC RMSA; and

WHEREAS, the City Council values the service and protection our policy through AWC RMSA offers and provides; and

WHEREAS, the City Council values the resources of the City of Port Orchard, its employees and its citizens and taxpayers; and

WHEREAS, the City Council desires to protect the finances of the City of Port Orchard and limit the effect of claims on the budget through deductibles and subsequent increases in premiums by following the AWC RMSA Member Standards.

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

THAT: The City Council hereby adopts all of the AWC RMSA Member Standards as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 27th day of January 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



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

Agenda Staff Report

Discussion Items: 8.A. Open Government Training (Archer)

Meeting Date: January 27, 2026

Presenter: Charlotte Archer, City Attorney

Summary and Background:

Pursuant to state law, elected officials are required to have Open Government Training, focused on the Open Public Meetings Act and the Public Records Act, within 90 days of taking office, and refresher training on a regular cycle. The City Attorney offers training on these topics to ensure continued compliance.

Relationship to Comprehensive Plan: N/A

Recommendation: Recommended Open Government Training from City Attorney.

Motion for Consideration: N/A

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: N/A

Alternatives: Do not hold the training.

Attachments:

1. Elected_Officials_Training_-_OPMA_and_PRA_11177871.1_

Open Government Training

Presented by:
Charlotte Archer



Legal Team

City Attorney (by contract):

Charlotte Archer

Email: carcher@insleebest.com

Inslee Best Team, including but not limited to:

Jennifer Robertson (Land Use)

Email: jrobertson@insleebest.com

Kathy Weber (HR)

Email: kweber@insleebest.com

Who does the City Attorney represent?

- City as a whole
- Serve as **General Counsel** to the **Organization**
- Not private attorney to any one party

Who manages the City Attorney?

- While the City Attorney works for the **organization**, the City Attorney is typically managed by the Executive Branch.
- However, the ethical duties means that the Attorney will not typically “take sides” between the legislative and the executive branch as they office serves the organization as a whole.

**There is a lot
to learn, and a
lot to read**

Today we will cover:

- Open Government Training
 - ❖ Open Public Meetings Act
 - ❖ Public Records Act

Open Government Training

Open Public Meetings Act Chapter 42.30 RCW

Public Records Act Chapter 42.56 RCW

Since 2014, mandated training requirements for OPMA and PRA

- Must complete training no later than 90 days from taking oath of office or assuming duties.
- “Refresher training” must be completed every 4 years

Training must be consistent with Attorney General’s Model Rules for compliance:

<https://www.atg.wa.gov/opengovernmenttraining.aspx>

What Constitutes a “Meeting”?

- A "meeting" under the OPMA occurs when a quorum of a governing body (including certain kinds of committees) gathers with the collective intent of transacting the governing body's business.
- In order to be valid, resolutions, rules, regulations, orders, and directives must be adopted at meetings conducted in compliance with the OPMA. RCW 42.30.060. This means the action will be invalidated if it occurs at a meeting in violation of the OPMA.
- Meetings do not require physical presence. Meetings can occur by telephone, email, text, or other electronic media.

What types of meetings are subject to the OPMA?

Regular meeting: meeting held according to a schedule adopted by ordinance, resolution, order, or rule set by the governing body or statute. RCW 42.30.070.

Special meeting: any meeting that is not a regular meeting. Must have specific notice, can only take actions allowed by law (Ex. second class cities and towns cannot approve payment of money at a special meeting. See RCW 35.23.181 and RCW 35.27.270), can only take final action on matters identified in the meeting notice. RCW 42.30.080.

Emergency meeting: meeting called to deal with an emergency involving actual or potential injury or damage to persons or property, when notice impractical and would increase the likelihood of such injury or damage. Still must be open to the public. RCW 42.30.070.

Executive session: a portion of a regular or special meeting for one of the purposes outlined in RCW 42.30.110(1)(a)-(o) where members of the public are excluded.

Closed session: like an executive session, but limited to collective bargaining, licensing, quasi-judicial deliberations and APA matters. RCW 42.30.140.

Key Reminders:

- All meetings of governing bodies of public agencies must be open to the public without any conditions for attendance. RCW 42.30.030 & .040.
- No meeting takes place, and the OPMA does not apply, if the public body lacks a quorum.
- Different types of meetings (regular and special) have differing rules, and specific notice requirements (24 hours). RCW 42.30.070, 42.30.077, and 42.30.080.
- Executive sessions must be specially announced (topic, time, and post-action) and must be limited to specific topics. RCW 42.30.110
- Voting by secret ballot prohibited. RCW 42.30.060(2).
- Meeting agendas must be made available online no later than twenty-four (24) hours in advance of the meeting, unless the agency does not have a website or has fewer than 10 FTEs. RCW 42.30.077
- Must maintain minutes (not required for an executive session). RCW 42.32.030

What Constitutes an “Action”?

- **“Action”** means the transaction of the official business of a public agency by a governing body, including but not limited to receipt of public testimony, deliberations, discussions, considerations, review, evaluations, and final actions.
- **“Final action”** means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body. Final action **MUST** be taken in a meeting open to the public.

OPMA: Who Must Comply?

- **Governing bodies of public agencies:** city and town councils, boards of county commissioners or county councils, or special purpose district boards of commissioners.
- **Governing bodies of subagencies**, including planning commissions, library boards, parks boards, and civil service commissions.
- **Certain committees of governing bodies** that act on behalf of (exercise actual or de facto decision-making authority for) the governing body, conduct hearings, or take testimony or public comment. May or may not include or consist of individuals who are members of the governing body. *Citizens Alliance v. San Juan Co.*, 184 Wn.2d 428 (2015).



-
- Agendas must be posted 24 hours before the meeting. RCW 42.30.077.
 - At a **regular meeting**, any member may move to amend the proposed agenda by adding an item or by proposing any other change.
 - At a special meeting, only action that appears on the posted agenda may be taken. RCW 42.30.080(3).

Executive Sessions

Limited Topics:

- **Real Estate:** To select or consider acquisition of real estate and to consider the minimum price at which real estate will be offered for sale;
- **Appointment of Elected Official:** To evaluate the qualifications of a candidate for appointment to elective office (but final appointment decision must be public);
- **Litigation:** To discuss with legal counsel representing the agency matters relating to enforcement actions, pending litigation, and potential litigation (but not just because a lawyer is present);
- And for other specific statutory purposes as set forth in RCW 42.30.110(1).

Before convening an executive session, the presiding officer must publicly announce the general purpose for excluding the public and the time the session will be conducted (i.e., to discuss potential litigation with legal counsel).

What types of meetings are *not* subject to OPMA?

- **Proceedings concerning certain licensing/permitting** matters and certain disciplinary proceedings (business, occupation, profession, sports activity, mechanical devices, motor vehicles).
- **Quasi-judicial proceedings** between named parties as distinguished from a matter having general effect on the public or on a class or group. *Tateuchi v. City of Bellevue*, 15 Wn.App.2d 888 (2020).
- **Collective bargaining sessions** (negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement). RCW 42.30.140(4).
- Meetings of the governing body to plan or adopt the **strategy to be taken in collective bargaining**, professional negotiations, or grievance or mediation proceedings, or to review negotiation proposals or proceedings while in progress.

Public Comment at Public Meetings

Public agencies are (after 2022) required to hold one public comment period during any regular meeting at which final action will be taken.

- Only **one opportunity** to speak at the entire meeting (and that opportunity can be at the end of the meeting).
- Can limit the **length of time** allocated to each speaker and/or for all speakers, collectively.
- Limited public forum: can require all comments **relate to an item on the agenda**.
- Only required at a **regular** meeting where **final action** will be taken, which means a **decision** (by consensus or an actual vote) but does not include discussions / briefings / presentations / reviews. Not required at special meetings.
- Exception remains for actions that require a **public hearing** (budget, certain land-use actions, etc.)
- (Remember: Robert's Rules require efficient, effective business meetings)

Meeting Outside of Meetings

Beware meeting outside of a public meeting: site visits, dinners, social gatherings, etc.

- Avoid attending in groups of more than two members.
- If three or more members attend, do not take “action,” including discussing any issue that may come before the City.
- When in doubt, check with the City Attorney.

Serial conversations between smaller groups may be treated as a “meeting.”

- *Wood v. Battle Ground School Dist.*, 107 Wn. App 550, 564, 27 P.3d 1208 (2001) (exchange of e-mails among board members was a meeting under the OPMA).

OPMA restrictions apply regardless of the form of communication: texts, online comments, e-mails, phone calls, and in-person conversations all count.

The mere receipt of e-mail or social media is not automatically a meeting. *Citizens Alliance*, 184 Wn.2d at 443-44.

Must intend to meet to transact official business & must communicate about issues that may or will come before the Council for a vote. *Zink v. City of Mesa*, 17 Wn.App.2d 701 (2021).

Serial Meetings



What's the Risk?

- **City Liability:** Fees and costs against the City. RCW 42.30.120(2).
- **Personal Liability:** Civil penalties against violating members. RCW 42.30.120(1)(2).
 - \$500 for first violation
 - \$1,000 for subsequent violation
- **Recall:** It is also a potential basis for recall action, *In re Recall of Pepper*, 189 Wn.2d 546, 558, 403 P.3d 839 (2017).
- **Invalidation of City's action:** Any action taken at a meeting which fails to comply with the provisions of the OPMA is null and void. RCW 42.30.060(1).
- **Loss of public trust and confidence**

Public Records Act

Basics

- The PRA is a “strongly worded mandate for broad disclosure of public records.”
- It requires disclosure of all public records unless they fall within a specific exemption. RCW 42.56.070(1).
 - Courts liberally construe the disclosure provisions and narrowly construe the exemptions.
 - “The Act and these rules will be interpreted in favor of disclosure.”

A "public record" includes:

(1) any writing

(2) containing information relating to the conduct of government or the performance of any governmental or proprietary function

(3) prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

RCW 42.17.020(36)

INSLEE
 **BEST**



A "public record," subject to disclosure under the Act includes:

(1) any writing

(2) containing information relating to the conduct of government or the performance of any governmental or proprietary function

(3) prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

RCW 42.17.020(36)

Scope of the PRA

- A “writing” means handwriting, typewriting, printing, photostating, photographing, and *every other means of recording* any form of communication or representation...
RCW 42.56.010(4).
- A requester is entitled to all non-exempt records, and may request that electronic records be produced in electronic format.
See WAC 44-14-050(2).

Electronic “Records”

It’s the content, not the form:

- Electronic public records may include text messages, online communications, Facebook & Instagram posts, “tweets”, and likely whatever other app you can download.
- Electronic public records must be retained pursuant to applicable retention schedules. WAC 434-662-030; *see also* WAC 434-662-140 (web content also must be retained).
- “Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version unless approved by the applicable records committee.” WAC 434-662-040.

How Requests Are Handled

- 5 days for a response (fulfill, clarify, or deny)
- A request directed to an individual member, or staff, is still a valid request.
If you get a request for records, forward it to the PRO right away.
- Although staff coordinates and oversees compliance with the PRA, all members should be aware of and comply with PRA procedures and records requests.
- Work closely with staff and the attorney when you receive a request or have questions.

Conducting an Adequate Search

- Search all potential records locations (even if you think it will yield duplicates), and ensure you know the agency's retention and deletion policies and practices:
 - ❖ “An agency cannot limit its search to only one record system if responsive documents are likely to be found in other systems. It is a best practice to disclose all copies of a responsive record even if they are duplicates of the same record found elsewhere.”
- Can't play games – when in doubt, give it out!

Personal Devices (Don't use them!)

- Records from personal computer, phone, tablet, or other device can constitute public records.
- Text messages of Pierce County Prosecutor sent on personal device may be public records if they relate to the conduct of government.
- Call logs from personal cell phone may be public records if they relate to the conduct of government and are retained or used in the prosecutor's official capacity.
 - But logs are not public records if they play no role in County business and County never uses them.

But if you do...

You will be required to complete and sign an affidavit, following a search of your device.

“[A]n agency's employees or agents must search their own ‘files, devices, and accounts,’ and produce any public records, including ‘e-mails,’... that are responsive to the PRA request...

[A]ffidavits by the agency employees, submitted in good faith, are sufficient to satisfy the agency's burden to show it conducted an adequate search for records.”

West v. Vermillion, 196 Wn. App. 627, 636–37, 384 P.3d 634, 638 (2016), *review denied*, 187 Wn.2d 1024, 390 P.3d 339 (2017), and *cert. denied*, 138 S. Ct. 202, 199 L. Ed. 2d 115 (2017).

West v. City of Puyallup, 2 Wn. App. 2d 586, (2018)

- ❖ Lawsuit to access social media posts by City Council member.
- ❖ **Are social media posts public records? Yes** – If a post relates to public business (the work of the agency), then it is considered a public record in RCW 40.14.010.
 - ❖ **When does the post relate to conduct of government?** “Any information that refers to or impacts the actions, processes, and functions of government.”
 - ❖ **When is the post “prepared, owned, used, or retained” by the agency?** Prepared: within scope of role for agency because it was (1) required by position; (2) directed by agency; or (3) furthered agency’s interests.

Valderrama v. City of Sammamish (COA Div. 1, 12/6/24)

- ❖ Former council member sought records stored on current and former council member's private devices on "external channels" – WhatsApp, Signal, Slack, Telegram, etc.
- ❖ City requested current and former council members named in the request to conduct a search, provide any records, and complete a Nissen affidavit.
- ❖ Requestor questioned the validity of the affidavits submitted, argued City should have obtained the phones and conducted forensic evaluation.
- ❖ Messages sent on WhatsApp, Signal, Slack, Telegram, etc. ARE public records subject to retention and production.

City of Spokane Valley v. Merkel, Spokane Superior Court Case No. 2520071032 (2025)

- ❖ Public record requests for City Councilmember's on social media, including Nextdoor.
- ❖ City investigation confirmed posts were public records; Councilmember refused to produce them.
- ❖ City Council authorized lawsuit against Councilmember, seeking: (1) order to produce records; and (2) order to comply with records retention policy and produce records moving forward.
- ❖ Set for trial, but motion for protective order recently denied.

Takeaways, Tips, and Tricks:







- ❖ Records from personal computer, phone, tablet, and social media can constitute public records.
- ❖ Consider all of your options:
 - ❖ Embrace official accounts and devices, backed up by software, OR
 - ❖ Adopt and embrace a policy that requires back-up for personal devices by the device-holder, OR
 - ❖ Prohibit use of personal accounts/devices for agency business
- ❖ **If retention is delegated to elected official, official must be adequately trained.**

Know what to retain, and what to delete:

Using Retention Schedules: Examples of Common Records with Minimal Retention

Purpose: Provide guidance to state agencies and local governments on the types of records that can typically be destroyed when no longer needed for agency business (commonly referred to as “transitory” records).

Retain until no longer needed for agency business

- Basic informational messages (such as “Please call,” “Running 10 minutes late,” etc.)
- Business cards and contact information 
- Drafting/editing notes such as handwritten annotations/notes, track changes, information/comments in Microsoft Word, etc.
- Duplicate copies
- Electronic records created solely for printing, such as signs, mailing labels, etc.
- Email delivery/read receipts
- Emails notifying staff of weather/traffic conditions or social gatherings (such as potlucks, agency sports teams, etc.) 
- Extra copies of blank forms or publications
- Information received from an external source which requires no action (such as bulletins, notices, newsletters, etc.) 
- Internet browsing history, cache/temporary files, cookies, etc.
- Mailing lists and email distribution lists
- Meeting scheduling (provided the calendar is retained)
- Microsoft Word versions of documents that have been signed or finalized in print format. 
- Notes taken in brainstorming sessions and meetings
- Out-of-office email notices
- Reference materials (such as news clippings, published articles, etc.) 
- Requests for basic agency information (such as business hours, driving directions, web address, etc.)
- Rough/working notes that have been written up into a more formal record.
- Routing slips 
- To-do lists
- Unsolicited information (such as junk mail, spam, advertisements, etc.)
- Workflow notifications



Know what to retain, and what to delete:

Using Records Retention Schedules: Examples of Retention for Common Types of Social Media Posts

Purpose: Provide examples of the minimum retention requirements for common types of social media posts for state and local government agencies.

Common Functions/Purposes for Social Media Posts	Minimum Retention Requirements
Advertising and Promotion (DAN GS 05006/GS2011-165)	<i>Until no longer needed for agency business (Non-Archival)</i>
Celebrations/Ceremonies/Events – Routine (DAN GS 05008/GS2024-008)	<i>Until no longer needed for agency business (Non-Archival)</i>
Celebrations/Ceremonies/Events – Significant (DAN GS 05009/GS2011-166)	<i>Until no longer needed for agency business (Archival – Appraisal Required)</i>
Client/Customer Feedback and Complaints (DAN GS 09016/GS50-01-09)	<i>3 years after feedback received/resolution of complaint (Non-Archival)</i>
Provision of Advice, Assistance, or Information (DAN GS 09022/GS2010-001)	<i>2 years after communication received or provided, whichever is later (Non-Archival)</i> <i>Note: Information/advice published online by the agency continues to be “provided” until the date it is removed/withdrawn.</i>

Spam posts received by the agency only need to be retained until no longer needed for agency business in accordance with General Information – External (DAN GS 50004/GS50-02-03).

Social media posts may also be subject to different retention requirements of more specific records series found in agency-specific and other applicable records retention schedules.

Segregate Public & Personal Records

All members should observe best practices with respect to electronic public records, including:

- Segregate e-mail and other communications used for City business from those used relating to personal business;
- Ensure City documents are segregated from personal documents on personal devices or home computers;
- Ensure e-mails and other electronic documents that are public records are transferred to an organized, secure, and accessible filing system for retention, in such a manner that preserves metadata;
- Comply with retention time periods, both in terms of saving and deleting records; and
- Be prepared to produce public records in response to a records request.

Consequences of Violations

The PRA affords trial courts considerable discretion to fashion appropriate penalties for violations of the act.

- Basis for recall and personal liability
- Costly litigation, liability for City, and loss of trust
- Fees can be significant.
 - *\$2.5 million – City of Tacoma*
 - *\$371,340 – Yousifan v. Office of Ron Sims*



Questions?

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Inslee Best

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CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	2 nd Monday of the Month; 9:30am	Remote Access
Utilities	2 nd Tuesday of the Month; 4:30pm	Remote Access
Finance	3 rd Tuesday of the Month; 4:00pm	Remote Access
Transportation	4 th Tuesday of the Month; 4:30pm	Remote Access
Land Use	3 rd Wednesday of the Month; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2026	City Hall
Sewer Advisory	TBD, 2026, 3:00pm	WSUD
Outside Agency Committees	Varies	Varies
Coffee with the Council	1 st Saturday of the Month; 10:00am	701 Bay Street

*Dates subject to change

MAYOR

Robert (Rob) Putaansuu
Mayor
 Administrative Official

CITY COUNCIL

Scott Diener
Councilmember Position 3
 Land Use Committee
 Transportation Committee

Mark Trenary
Councilmember Position 1
 Finance Committee
 Transportation Committee
 KRCC-alt
 KEDA-alt

Jay Rosapepe
Councilmember Position At-Large
 Utilities/Sewer Advisory Committee
 Land Use Committee
 Kitsap Public Health District-alt
 PSRC-alt
 Kitsap Transit

John Morrissey
Councilmember Position 2
Mayor Pro-Tem
 Finance Committee
 E/D & Tourism Committee
 Lodging Tax
 Kitsap Economic Development Alliance

Eric Worden
Councilmember Position 4
 Transportation Committee
 Finance Committee

Heidi Fenton
Councilmember Position 5
 Utilities/Sewer Advisory Committee
 E/D & Tourism Committee
 KRCC
 911-alt

Shirah Dedman
Councilmember Position 6
 E/D & Tourism Committee
 Utilities/Sewer Advisory Committee
 Land Use Committee

DEPARTMENT DIRECTORS

Tim Drury
Municipal Court Judge

Debbie Lund, CEBS SPHR SHRM-SCP
Human Resources Director

Noah Crocker, M.B.A.
Finance Director

Brandy Wallace, MMC, CPRO
City Clerk

Matt Brown
Police Chief

Nicholas Bond, AICP
Community Development Director

Denis Ryan, CPWP-M, CPRP
Public Works Director