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, February 24, 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 5 Project (Ryan)

D. Authorizing the Mayor to Execute a Cybersecurity Grant Agreement with the Homeland Security Administration(HSA)/Cybersecurity and Infrastructure Security Agency(CISA) for the Implementation of a Secure Enterprise Password Management System under the 24SLCGP Grant Program (Crocker)

E. Approval of the January 27, 2026, City Council Regular Meeting Minutes

5. Presentation

6. Public Hearing

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

7. Business Items

A. Adopting an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying property located at 1061 and 1083 Hull Avenue (LU25-Rezone-01), from Residential 2 to Residential 3 (Bond)

B. Adoption of a Resolution Approving a Memorandum of Understanding with the Washington State Department of Transportation for WSDOT Fish Passage Program Coordination (Ryan)

C. Adopting a Resolution Fixing the Date of a Public Hearing on a Petition from Kitsap County to Vacate City Rights-of-way for the City Council's Regular Meeting on March 24, 2026 (Wallace)

D. Adoption of a Resolution Authorizing the Mayor to Execute a Professional Services Agreement for the Annapolis Creek Fish Passage Project (Ryan) *Stormwater*

E. Approval of a Resolution authorizing a Permitting Pilot Program and Associated Agreement with PermittableAI (Bond)

F. Adoption of a Resolution Granting Final Plat Approval for McCormick West Division 15, Phase I Final Plat (Bond)

G. Approval of the February 2, 2026, Special City Council Meeting Minutes

8. Discussion Items

(No Action to Be Taken.)

A. Tremont 2 and 3 Recommended Alternatives (Ryan)

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 current City Council member and contact information, please visit https://portorchardwa.gov/departments/city-council/.

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 5 Project (Ryan)

Meeting Date: February 24, 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 5 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. 101173219) which was approved by Council on June 22, 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 $5,276.00 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 5 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.

Has item been presented to Committee/Work Study? No
If so, which one: No

Fiscal Impact: The streetlight retrofit work under the Relight Washington Phase 5 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 $5,276.00 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. PRESIGNED_-_P1609888.1_Relight_Washington__TIB__-_City_of_Port_Orchard_Ph_5
2. RESOLUTION_-_PSE_Grant_Acceptance_TIB_Phase_5

PUGET SOUND ENERGY

Conservation Program: **Business Lighting**
Agreement No.: **1**
Project No.: **P_1609888**

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 23rd day of December, 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: PORT ORCHARD PHASE 5 ST LIGHTS PORT ORCHARD WA 98366 - RELIGHT WASHINGTON (TIB) - CITY OF PORT ORCHARD PH 5** *(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	$5,276.00	$5,276.00
	TOTAL (includes sales tax)		**$5,276.00**	**$5,276.00**

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.

PUGET SOUND ENERGY

By: Andrew Pultorak
7:35 am, Dec 23 2025

Name: Andrew Pultorak

Title: Supv Energy Mgmt. Engineering

PARTICIPANT
CITY OF PORT ORCHARD

By: _____

Print Name: _____

Title: _____

Federal Tax I.D. No.: _____

PUGET SOUND ENERGY

Conservation Program: **Business Lighting**
Agreement No.: **1**
Project No.: **P_1609888**

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.

PUGET SOUND ENERGY

BUSINESS LIGHTING INCENTIVE PROGRAM

Pole Services – Street Lighting V25-01 - Valid through 12/31/2025

Estimated PSE Incentive $5,276

PSE Pole Services Projects ONLY

Pole Services Installation Charge $5,276

Street Lighting

	kWh	kW
Rate Schedule	Sch 5x	
Existing fixture	52,370	12.47
New fixture	18,026	4.29
Fixture savings	34,343	8.18
Control savings	4,755	
TOTAL SAVINGS	39,098	

Project Info

Project Name (REQ)	Relight Washington (TIB) - City of Port Orchard Ph 5
PSE Account # (REQ)	220-039-941-129
Address (REQ)	216 Prospect St
City (REQ)	Port Orchard
State	WA
Zip (REQ)	98366
Pole Services W/O #	(10) 117-3219

Fixture Counts

Total Existing	76
Total New	76

Customer / Payee Info

City/Company (REQ)	City of Port Orchard
Contact, first and last (REQ)	Rob Putaansuu
Email (REQ)	rputaansuu@portorchardwa.gov
Phone (REQ)	(360) 876-4407
Tax ID	
Billing Street Address	216 Prospect St

	Location		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	no AELC	Complete	Exist	2	High Pressure Sodium	HPS 100W		120	0.24	1,008	2	Exterior Photo Control		0%	0	1,008	748	$139	
			New	2	Pole Services	Street Light	$69	31	0.06	260	2	Exterior Photo Control	$0	0%	0	260			
2	no AELC	Complete	Exist	1	High Pressure Sodium	HPS 100W		120	0.12	504	1	Exterior Photo Control		0%	0	504	349	$69	
			New	1	Pole Services	Street Light	$69	37	0.04	155	1	Exterior Photo Control	$0	0%	0	155			
3	AELC - 100w	Complete	Exist	49	High Pressure Sodium	HPS 100W		120	5.88	24,696	49	Exterior Photo Control		0%	0	24,696	19,137	$3,402	
			New	49	Pole Services	Street Light	$69	37	1.81	7,615	49	Advanced Exterior Control	$0	27%	2,056	5,559			
4	AELC - 100w	Complete	Exist	1	High Pressure Sodium	HPS 100W		120	0.12	504	1	Exterior Photo Control		0%	0	504	237	$69	
			New	1	Pole Services	Street Light	$69	87	0.09	365	1	Advanced Exterior Control	$0	27%	99	267			
5	AELC -200w	Complete	Exist	19	High Pressure Sodium	HPS 200W		245	4.66	19,551	19	Exterior Photo Control		0%	0	19,551	14,483	$1,319	
			New	19	Pole Services	Street Light	$69	87	1.65	6,943	19	Advanced Exterior Control	$0	27%	1,875	5,068			
6	AELC -200w	Complete	Exist	1	High Pressure Sodium	HPS 200W		245	0.25	1,029	1	Exterior Photo Control		0%	0	1,029	379	$69	
			New	1	Pole Services	Street Light	$69	212	0.21	890	1	Advanced Exterior Control	$0	27%	240	650			
7	AELC - 250w	Complete	Exist	1	High Pressure Sodium	HPS 250W		295	0.30	1,239	1	Exterior Photo Control		0%	0	1,239	843	$69	
			New	1	Pole Services	Street Light	$69	129	0.13	542	1	Advanced Exterior Control	$0	27%	146	396			
8	AELC-400w	Complete	Exist	1	High Pressure Sodium	HPS 400W		457	0.46	1,919	1	Exterior Photo Control		0%	0	1,919	1,653	$69	
			New	1	Pole Services	Street Light	$69	87	0.09	365	1	Advanced Exterior Control	$0	27%	99	267			
9	AELC-400w	Complete	Exist	1	High Pressure Sodium	HPS 400W		457	0.46	1,919	1	Exterior Photo Control		0%	0	1,919	1,269	$69	
			New	1	Pole Services	Street Light	$69	212	0.21	890	1	Advanced Exterior Control	$0	27%	240	650			
10		Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	$0	
			New		Pole Services				0.00	0	0	Exterior Photo Control	$0	0%	0	0			
11		Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	$0	
			New		Pole Services				0.00	0	0	Exterior Photo Control	$0	0%	0	0			
12		Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	$0	
			New		Pole Services				0.00	0	0	Exterior Photo Control	$0	0%	0	0			
13		Missing Info	Exist					0	0.00	0	0	Exterior Photo Control		0%	0	0	0	$0	
			New		Pole Services				0.00	0	0	Exterior Photo Control	$0	0%	0	0			

RESOLUTION NO.___-26~~5~~

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 5~~3~~

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 5~~3~~ 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. 101173219~~P_1573605~~, executed on June 22, 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~~ of $5,276.00~~$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~~24th day of February, 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.D. Authorizing the Mayor to Execute a Cybersecurity Grant Agreement with the Homeland Security Administration(HSA)/Cybersecurity and Infrastructure Security Agency(CISA) for the Implementation of a Secure Enterprise Password Management System under the 24SLCGP Grant Program (Crocker)

Meeting Date: February 24, 2026

Presenter: Noah Crocker, Finance Director

Summary and Background:
The City of Port Orchard is undertaking a crucial project to bolster its cybersecurity posture and streamline its digital operations through the implementation and widespread adoption of an enterprise password management (EPM) software product. This initiative aims to centralize the management of all City employee passwords, sensitive credentials, and access keys in a secure, encrypted repository. At a high level, the project involves selecting a suitable EPM solution, integrating it with existing IT infrastructure, migrating current password data, and comprehensively training all City staff on its effective and secure use. The ultimate goal is to eliminate the risks associated with weak, reused, or manually managed passwords, enhance compliance with data security regulations, and significantly improve the efficiency of IT administration by providing a powerful and user-friendly system for managing digital identities across the entire organization. Upon completion, the Enterprise Password Management (EPM) project for the City of Port Orchard will deliver a transformed security landscape, impacting various stakeholders and demonstrably reducing cybersecurity risk and increasing resilience.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council authorize the Mayor to execute the SLCGP (State and Local Government Grant Program) Grant Agreement with HSA/CISA to accept grant monies for the Implementation of a Secure Enterprise Password Management System.

Motion for Consideration: I move to authorize the Mayor to execute the SLCGP (State and Local Government Grant Program) Grant Agreement with HSA/CISA to accept grant monies for the Implementation of a Secure Enterprise Password Management System.

Has item been presented to Committee/Work Study? Yes
If so, which one: Finance Committee

Fiscal Impact: The grant agreement provides $16,000 for the selection, implementation, training, and support of a multiyear Secure Enterprise Password Management system to be used by city staff. (NOTE: This grant was applied for in year 2025, however, due to multiple Federal funding shutdowns, this agreement is to be funded through a reallocation of 2022 funding from HSA/CISA and the 22SLCGP program)

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

Attachments:
1. E26-111_City_of_Port_Orchard_22SLCGP_Reallocation__003_

Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **City of Port Orchard** **216 Prospect Street** **City Hall** **Port Orchard, WA 98366**	2. Grant Agreement Amount: **$16,000**	3. Grant Agreement Number: **E26-111**
4. Subrecipient Contact, phone/email: **Sean Dunham, 360-252-9029** **sdunham@portorchardwa.gov**	5. Grant Agreement Start Date: **December 1, 2022**	6. Grant Agreement End Date: **October 31, 2026**
7. Department Contact, phone/email: **Michael Alston, 253-512-7410** **michael.alston@mil.wa.gov**	8. Unique Entity Identifier (UEI): **C12QPGL3JE64**	9. UBI # (state revenue): **182-000-005**

10. Funding Authority:
Washington Military Department (the Department) and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: **EMW-2022-CY-00017**	12. Federal Award Date: **12/21/2022**	13. Assistance Listings # & Title: **97.137 – 22SLCGP**
14. Total Federal Award Amount: **$3,666,530**	15. Program Index # & OBJ/SUB-OBJ: **725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ**	16. EIN **91-6001487**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **26** BY CONGRESSIONAL DISTRICTS: **6**	18. Service Area by County(ies): **Kitsap**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services.

The Department is the Recipient and Pass-through Entity of the 22SSLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable federal and state statutes and regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Seth Daniel Nickerson, Chief Financial Officer
Washington Military Department

BOILERPLATE APPROVED TO FORM:
Alex Staub 10/25/2023
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
Rob Putaansuu, Mayor
City of Port Orchard

APPROVED AS TO FORM (if applicable):

_____
Signature Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	**Sean Dunham**	Name	**Michael Alston**
Title	**I.T. Manager**	Title	**Program Coordinator**
Email	**sdunham@portorchardwa.gov**	Email	**michael.alston@mil.wa.gov**
Phone	**360-252-9029**	Phone	**253-512-7410**
Name	~~**Matt Bryndza**~~ Jacob Langston	Name	**Melissa Berry**
Title	**I.T. Specialist** jlangston@portorchardwa.gov	Title	**Program Manager**
Email	~~**mbryndza@portorchardwa.gov**~~	Email	**melissa.berry@mil.wa.gov**
Phone	~~**360-876-7040**~~ (360) 329-3789	Phone	**253-384-7226**
Name	**Noah Crocker**	Name	**General Information**
Title	**Finance Director**		
Email	**ncrocker@portorchardwa.gov**	Email	**preparedness.grants@mil.wa.gov**
Phone	**360-876-7023**		

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 State and Local Cybersecurity Grant Program*" (hereafter "the NOFO") document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22SLCGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP Program, including, but not limited to, all criteria, restrictions, and

requirements of the NOFO , the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 22SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of

the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:

A. Description of the property;

B. Manufacturer's serial number, model number, or other identification number;

C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);

D. Assistance Listings Number (Face Sheet, Box 13);

E. Who holds the title;

F. Acquisition date;

G. Cost of the property and the percentage of federal participation in the cost;

H. Location, use and condition of the property at the date the information was reported;

I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of five thousand dollars ($5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of five thousand dollars ($5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, including provisions on technical standards that ensure and enhance interoperable communications.

e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200.* Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. **ENVIRONMENTAL AND HISTORICAL PRESERVATION**

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. **PROCUREMENT**

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award..

7. **SUBRECIPIENT MONITORING**

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports;

ii. Monitoring and documenting the completion of Agreement deliverables;

iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;

v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and

vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on https://www.lep.gov.

B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.

2. Subrecipients are required to complete the Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs by December 1, 2023, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually per the Timeline (Attachment F). For more information, visit Nationwide Cybersecurity Review (NCSR) (cisecurity.org).

3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.

4. Subrecipients may retain a maximum of up to five percent of the Grant agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (https://sam.gov/SAM/) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "*Debarred Contractor List*" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *"Debarred Vendor List"* (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department’s name is mentioned, or language used from which the connection of the Department’s name may, in the Department’s judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA’s financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods

delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

22SLCGP Award Letter
EMW-2022-CY-00017

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-CY-00017

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of $3,666,530.00. As a condition of this award, you are required to contribute a cost match in the amount of $407,393.00 of non-Federal funds, or 10 percent of the total approved project costs of $4,073,923.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 479: Updated Fiscal Year 2022 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	State and Local Cybersecurity Grant Program
AGREEMENT NUMBER:	EMW-2022-CY-00017-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	SLCGP Performance Goal
Article III	Cybersecurity Plan Pending Submission and Approval
Article IV	Committee Membership List Pending Submission or Approval
Article V	DHS Standard Terms and Conditions Generally
Article VI	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article VII	General Acknowledgements and Assurances
Article VIII	Acknowledgement of Federal Funding from DHS
Article IX	Activities Conducted Abroad
Article X	Age Discrimination Act of 1975
Article XI	Americans with Disabilities Act of 1990
Article XII	Best Practices for Collection and Use of Personally Identifiable Information
Article XIII	Civil Rights Act of 1964 - Title VI
Article XIV	Civil Rights Act of 1968
Article XV	Copyright
Article XVI	Debarment and Suspension

Article XVII	Drug-Free Workplace Regulations
Article XVIII	Duplication of Benefits
Article XIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XX	Energy Policy and Conservation Act
Article XXI	False Claims Act and Program Fraud Civil Remedies
Article XXII	Federal Debt Status
Article XXIII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIV	Fly America Act of 1974
Article XXV	Hotel and Motel Fire Safety Act of 1990
Article XXVI	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVIII	Lobbying Prohibitions
Article XXIX	National Environmental Policy Act
Article XXX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXI	Non-Supplanting Requirement
Article XXXII	Notice of Funding Opportunity Requirements
Article XXXIII	Patents and Intellectual Property Rights
Article XXXIV	Procurement of Recovered Materials
Article XXXV	Rehabilitation Act of 1973
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVII	Reporting Subawards and Executive Compensation
Article XXXVIII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXIX	SAFECOM
Article XL	Terrorist Financing
Article XLI	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLII	Universal Identifier and System of Award Management
Article XLIII	USA PATRIOT Act of 2001
Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act
Article XLVI	Environmental Planning and Historic Preservation (EHP) Review
Article XLVII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVIII	Acceptance of Post Award Changes
Article XLIX	Disposition of Equipment Acquired Under the Federal Award
Article L	Prior Approval for Modification of Approved Budget
Article LI	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: $3,666,530 for the state of Washington. Of this amount, up to $183,326 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of $407,393 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on $3,486,554 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of $3,486,554 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved.

To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article VI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement,recipients,andtheirexecutives,as defined in 2 C.F.R.section170.315, certifythat their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VII - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and

ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVI - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVIII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.
There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXIX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	$165,066.00
Fringe Benefits	$62,724.00
Travel	$10,210.00
Equipment	$0.00
Supplies	$946.00
Contractual	$3,806,028.00
Construction	$0.00
Indirect Charges	$28,949.00
Other	$0.00

Obligating Document for Award/Amendment				
1a. AGREEMENT NO. EMW-2022-CY-00017-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00743N2023T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD **From:** 12/01/2022 **To:** 11/30/2026 **Budget Period** 12/01/2022 11/30/2026	

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2023-IF-PA11-P410- -4101-D	$0.00	$3,666,530.00	$3,666,530.00	See Totals
			$0.00	**$3,666,530.00**	**$3,666,530.00**	**$407,393.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor	DATE Thu Dec 22 16:08:53 UTC 2022
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,	DATE Wed Dec 21 20:58:37 UTC 2022

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE	*Shielding City Data: Secure Enterprise Password Management for Port Orchard*

PROJECT DESCRIPTION

The City of Port Orchard is undertaking a crucial project to bolster its cybersecurity posture and streamline its digital operations through the implementation and widespread adoption of an enterprise password management (EPM) software product. This initiative aims to centralize the management of all City employee passwords, sensitive credentials, and access keys in a secure, encrypted repository. At a high level, the project involves selecting a suitable EPM solution, integrating it with existing IT infrastructure, migrating current password data, and comprehensively training all City staff on its effective and secure use. The ultimate goal is to eliminate the risks associated with weak, reused, or manually managed passwords, enhance compliance with data security regulations, and significantly improve the efficiency of IT administration by providing a powerful and user-friendly system for managing digital identities across the entire organization.

GAP BEING ADDRESSED

The enterprise password management (EPM) project for the City of Port Orchard primarily addresses the critical gap in inconsistent, insecure, and inefficient password management practices across the organization.

IMPACT

The Enterprise Password Management (EPM) project for the City of Port Orchard will have a profound and lasting impact on its cybersecurity posture, operational efficiency, and regulatory compliance.

Immediate and Long-Term Impact of the Project:

Enhanced Cybersecurity Posture:

Reduced Risk of Breaches: This is the most significant impact. By enforcing strong, unique passwords across all City accounts and securely storing them, the project dramatically reduces the risk of common attack vectors like credential stuffing, brute-force attacks, and phishing success where users might reuse compromised personal passwords for work accounts.

Improved Incident Response: In the event of a security incident, the centralized nature of the EPM will allow IT to quickly identify and revoke compromised credentials across the entire organization, drastically reducing the impact and spread of a breach.

Greater Visibility: The EPM provides comprehensive audit trails of password access and usage, offering IT and security teams unprecedented visibility into who accessed what credentials, when, and from where. This is crucial for forensic investigations and proactive threat hunting.

Secure Sharing: Eliminates the risky practice of sharing passwords via insecure methods (e.g., sticky notes, unencrypted spreadsheets, chat messages), ensuring that shared accounts and critical system credentials are exchanged securely and audibly.

Increased Operational Efficiency:

Reduced IT Help Desk Burden: Fewer password reset requests mean IT staff can dedicate more time to strategic initiatives rather than reactive support, leading to cost savings and improved service delivery.

Streamlined Onboarding/Offboarding: Granting and revoking access to systems for new or departing employees becomes significantly faster and more secure, as all credentials are managed from a central location.

Employee Productivity: Employees spend less time struggling with forgotten passwords or navigating complex login procedures, allowing them to focus on their core responsibilities. Auto-fill features further enhance this.

Improved Regulatory Compliance:
Many data privacy and security regulations (e.g., those governing sensitive citizen data) mandate strong access

controls and audit capabilities. The EPM provides the necessary tools and logs to demonstrate compliance with these requirements, mitigating the risk of fines and reputational damage.

How the Proposed Project Will Continue to Add Value and/or Improvement in the Future:
The value of an EPM solution is not a one-time benefit; it's a foundational capability that continuously adapts and expands:

Continuous Password Health Monitoring: The EPM will continually monitor the "health" of passwords (e.g., complexity, uniqueness, age) and can alert administrators to weak or reused passwords, driving ongoing improvement in credential strength.

Automated Password Rotation: For highly sensitive accounts (e.g., privileged admin accounts, service accounts), future enhancements can include automated, policy-driven password rotation, further reducing the risk of static, long-lived credentials being compromised.

Expansion to Non-Human Identities: Beyond user accounts, EPM solutions can expand to manage other "secrets" such as API keys, SSH keys, database credentials, and application secrets, ensuring a holistic approach to securing all digital access. This is particularly valuable as the City potentially adopts more cloud services or develops custom applications.

Integration with Future Security Tools: The EPM will serve as a central identity hub, making it easier to integrate with future security tools such as advanced Security Information and Event Management (SIEM) systems for more sophisticated analytics, or Privileged Access Management (PAM) solutions for even stricter control over high-risk accounts.

Adaptation to Evolving Threats: As new cyber threats emerge (e.g., quantum computing potentially breaking current encryption), EPM providers continuously update their software to incorporate the latest security protocols and best practices, ensuring the City remains protected.

Enhanced User Experience (Password less Future): Many EPM solutions are evolving towards password less authentication. Future improvements could involve integrating with biometric or FIDO2-based authentication, further simplifying user access while maintaining or enhancing security. This will reduce "password fatigue" entirely.

Support for Remote Work and Cloud Adoption: The centralized, accessible nature of an EPM solution inherently supports a flexible work environment and secure access to cloud-based applications, which are increasingly common for modern organizations.

Future Improvements and Investments Planned:

While specific plans will evolve, likely future improvements and investments include:

Rollout of Privileged Access Management (PAM) Modules: If the initial EPM focuses on standard user and shared account passwords, a logical next step would be to invest in PAM modules offered by the same vendor or a specialized PAM solution. This provides granular control, session recording, and just-in-time access for administrative accounts.

Expansion to DevOps/Application Secrets Management: As the City potentially grows its software development capabilities or uses more cloud-native applications, managing secrets embedded in code or configuration files will become critical. EPM solutions often offer modules for this.

Advanced Analytics and Reporting: Leveraging the data collected by the EPM for more sophisticated security analytics, perhaps integrating with existing Business Intelligence (BI) tools for custom dashboards specific to the City's risk profile.

Regular Security Audits and Health Checks: Ongoing external audits to ensure the EPM solution is being optimally utilized and configured to meet evolving threat landscapes and compliance requirements.

Ongoing Funding Support Needed After Grant Funding:
After the initial grant funding is applied, ongoing funding support will be critical to sustain the value and continue the improvements derived from the EPM project. This typically includes:

Software Licensing and Maintenance: This is the most significant ongoing cost. EPM solutions are typically subscription-based (per user or per feature set) and require annual renewal to maintain access to the software, updates, patches, and vendor support. This should be a line item in the annual IT operational budget.

System Administration and Support: Dedicated IT staff time will be required for ongoing administration, user management, policy enforcement, troubleshooting, and integration maintenance. This can be a full-time equivalent (FTE) or a portion of existing IT staff responsibilities.

Training and Awareness: Regular refresher training for existing employees and comprehensive onboarding training for new hires on EPM usage and cybersecurity best practices. This requires allocation for training resources, materials, and potentially external trainers.

Hardware/Infrastructure (if on-premise): If any components of the EPM solution are hosted on-premise, ongoing funding for hardware maintenance, power, cooling, and potential upgrades will be necessary. For cloud-based EPM, this is typically absorbed into the licensing cost.

Professional Services (as needed): Occasional need for external professional services for advanced configurations, new integrations, or specialized security assessments related to the EPM.

The City of Port Orchard must integrate these ongoing costs into its regular operating budget to ensure the EPM solution remains effective, secure, and continues to be a cornerstone of its cybersecurity strategy. The initial grant provides the critical jumpstart, but sustained investment is paramount for long-term success and continuous value.

OUTCOME

Upon completion, the Enterprise Password Management (EPM) project for the City of Port Orchard will deliver a transformed security landscape, impacting various stakeholders and demonstrably reducing cybersecurity risk and increasing resilience.

Outcome When Project is Complete:
The City of Port Orchard will have a fully operational and integrated enterprise password management system that is the authoritative source for all employee, system, and privileged account credentials. This includes:

Centralized Secure Credential Repository: All City passwords, API keys, SSH keys, and other digital secrets will be migrated from disparate, insecure locations (spreadsheets, sticky notes, individual memories) into a highly encrypted, centrally managed EPM vault.

Enforced Strong Password Policies: The EPM will enforce City-wide policies for password complexity, length, and uniqueness, preventing the use of weak or reused passwords.

Automated Credential Lifecycle Management: Processes for password creation, rotation (where applicable), and revocation will be automated, significantly reducing manual effort and human error.

Comprehensive Audit Trails: Detailed logs of all credential access, changes, and sharing activities will be generated and available for auditing and forensic analysis.

Universal Employee Training & Adoption: All City employees will be trained on the secure use of the EPM system, understanding its benefits and their role in maintaining cybersecurity.

Integration with Existing Security Stack: Seamless integration with the existing Multi-Factor Authentication (MFA) and Managed Detection and Response (MDR) solutions, allowing for a cohesive security defense.

Specific Impacts to Stakeholders:
City Employees (All Departments):

Increased Productivity:

Quantifiable: Estimated 25% reduction in time spent on password-related issues (e.g., forgotten passwords, manual password changes, searching for shared credentials). This translates to hours saved per employee per week, allowing them to focus on core job functions.

Improved ease of access to necessary systems without remembering numerous complex passwords.

Reduced "password fatigue" and frustration.

Enhanced Personal Security Awareness: Employees become the "first line of defense" through better understanding of password hygiene and phishing risks.

IT Department Staff:

Significant Reduction in Help Desk Tickets:

Quantifiable: Anticipated 30-50% reduction in password-related help desk tickets (e.g., password resets, account lockouts). This frees up IT staff for more strategic and proactive security tasks.

Reduced time spent on manual password changes and access management.

Improved Security Management: Centralized control and visibility over all City credentials, leading to more efficient security operations.

Streamlined Auditing: Easier and faster generation of compliance reports.

City Leadership/Management:

Reduced Organizational Risk: Lower likelihood of costly data breaches, ransomware attacks, and reputational damage stemming from compromised credentials.

Enhanced Compliance: Demonstrable adherence to state and federal cybersecurity regulations, mitigating legal and financial penalties.

Strategic Resource Allocation: IT resources are reallocated from reactive support to proactive security enhancements and strategic projects.

Citizens of Port Orchard:

Increased Trust: Confidence that their sensitive data held by the City is securely protected.

Improved Service Continuity: Reduced downtime of City services due to cyber incidents.

Reduction in Cybersecurity Risk:

Elimination of Weak/Reused Passwords: The EPM system will enforce policies that ensure all passwords meet strong criteria (e.g., minimum 12-16 characters, mix of character types).

Mitigation of Credential Stuffing/Brute Force Attacks: By requiring unique and complex passwords, the success rate of these automated attacks drops drastically.

Reduced Internal Credential Exposure: Centralized, encrypted storage prevents credentials from being stored on insecure local drives, sticky notes, or shared unencrypted documents.

Improved Privileged Account Security: High-value administrative and service accounts will be managed with the highest security, reducing the risk of a single compromise escalating to a major breach.

Enhanced Supply Chain Security: If the EPM is used to manage vendor access credentials, it extends security to third-party interactions.

Increases in Resilience through Strengthened Cybersecurity Practices:

Strengthened Identity Layer: The EPM acts as the bedrock for identity and access management. When combined with the existing MFA solution, it creates a robust, multi-layered defense for user identities, making it exceedingly difficult for unauthorized individuals to gain access.

Faster Incident Containment and Recovery: In the event of a breach, the ability to quickly rotate all affected passwords from a central location significantly reduces attacker dwell time and accelerates recovery efforts. This directly enhances the City's operational resilience.

Proactive Vulnerability Management: The EPM's auditing capabilities allow for the proactive identification of password-related vulnerabilities (e.g., rarely changed passwords, shared accounts with excessive access), leading to a continuous cycle of improvement.

Culture of Security: Through comprehensive training and the inherent design of the EPM system, employees become active participants in the City's cybersecurity defense, fostering a culture of security awareness and responsibility.

Incremental Performance Metrics:

To quantify the impact, the City will track the following metrics:

Help Desk Tickets Related to Passwords:
Baseline: Number of password reset/account lockout tickets per month (e.g., X tickets/month).
Target: 25% reduction in password-related help desk tickets within 6 months post-implementation, 40% reduction within 12 months.

Employee Password Policy Compliance Rate:
Baseline: Estimated compliance (e.g., Y% of users using weak/reused passwords, perhaps identified via a pre-EPM audit or educated guess).
Target: 100% compliance with EPM-enforced password policies within 3 months of rollout for all managed accounts.

Time to Revoke Access for Departed Employees:
Baseline: Average time (e.g., Z hours/days).
Target: 90% reduction in time to fully revoke all digital access for departing employees, ensuring immediate security.

Number of Discovered "Shadow IT" Credentials:
Baseline: Unknown/zero formal tracking.
Target: Identification and secure onboarding of all previously unmanaged or "shadow IT" credentials.

Security Audit Findings (Password-Related):
Baseline: Number of findings related to insecure password practices in previous audits.
Target: 0 critical/high findings related to password management in subsequent security audits.

These metrics will be regularly reviewed to demonstrate the ongoing value and effectiveness of the EPM investment.

BUDGET

FY 2022 State and Local Cybersecurity Grant Program

City of Port Orchard

AGREEMENT AMOUNT $16,000

PROJECT #1		SOLUTION AREA						
		PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	**TOTAL**
	Salaries & Benefits	$0.00	$0.00		$0.00	$0.00	$0.00	**$0.00**
	Supplies	$0.00	$0.00		$0.00	$0.00	$0.00	**$0.00**
	Travel/Per Diem	$0.00	$0.00		$0.00	$0.00	$0.00	**$0.00**
	Contractor/Consultant	$0.00	$0.00		$500.00	$0.00	$0.00	**$500.00**
	Passthrough	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
	Other	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	**$1,500.00**
	Equipment			$14,000.00				**$14,000.00**
	SUBTOTAL	$0.00	$1,500.00	$14,000.00	$500.00	$0.00	$0.00	$16,000.00
	Indirect							**$0.00**
	TOTAL	**$0.00**	**$1,500.00**	**$14,000.00**	**$500.00**	**$0.00**	**$0.00**	**$16,000.00**

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

DATE	*TASK*
December 1, 2022	Grant Agreement start date
July 15, 2026	Submit Progress Report ** time period 1/1/2026 - 6/30/2026*
October 31, 2026	Grant Agreement end date
December 15, 2026	Submit Final Reimbursement Request and Closeout Report

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

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

City Council
Minutes
Regular Meeting of Tuesday, January 27, 2026

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

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey, Councilmember, Position No. 2
Jay Rosapepe, Councilmember, Position At-Large
Shirah Dedman, Councilmember, Position No. 6
Mark Trenary, Councilmember, Position No. 1
Eric Worden, Councilmember, Position No. 4, **via Zoom**
Heidi Fenton, Councilmember, Position No. 5
Scott Diener, Mayor Pro-Tempore, Position No. 3
Robert Putaansuu, Mayor

Staff present: Public Works Director Ryan, Finance Director Crocker, City Attorney Archer, Chief of Police Brown, and City Clerk Wallace.

Staff present via Zoom: Community Development Director Bond

Audio/Visual was successful.

1. CALL TO ORDER

A. Pledge of Allegiance

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

2. APPROVAL OF AGENDA

Moved by Mark Trenary; seconded by Heidi Fenton to Amend Consent Agenda by removing Item 4G Excusal of Councilmember Worden for Personal Obligation.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

Moved by Jay Rosapepe; seconded by John Morrissey to Approve the agenda as amended.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

3. CITIZEN COMMENTS

Katie Cornell introduced herself and explained she wants to know what is important to Port Orchard over the next season.

4. CONSENT AGENDA

Moved by John Morrissey; seconded by Scott Diener to Approve the Consent Agenda as amended.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

A. Approval of Payroll and Direct Deposits
Approval of Payroll Check Nos. 89893 through 89897 including bank drafts and EFT's in the amount of $295,910.09 and Direct Deposits in the amount of $300,731.75 totaling, $596,641.84.

B. Approval of Vouchers and Electronic Payments
Approval of Voucher Nos. 89898 through 89988 including bank drafts in the amount of $1,123,117.30 and EFT's in the amount of $1,046,852.37, totaling $2,169,969.67.

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

D. Approval of Amendment No. 1 to Contract Nos. C018-25 and C019-25 with Elyon Maintenance, Inc. for Landscaping Maintenance Services

E. Adoption of a Resolution Repealing Resolution No. 003-24 and Accepting Council Committee Assignments and Establishing Council Ad-hoc and Standing Committees

F. Adoption of a Resolution Accepting Three Temporary Construction Easements for the SR166/Bay Street Improvements Project

~~**F. Excusal of Councilmember Worden for Personal Obligation**~~

5. PRESENTATION

A. Mural - Adam Smith

Mayor Putaansuu introduced Adam Smith, a local artist, who provided a proposal to paint a mural downtown.

Adam provided background on how he was approached to paint the mural. He spoke to costs, measurements, type of paints, timeframe, and different types of paintings. He expressed his appreciation for being approached and would love to paint the mural in the City he loves and near a playground his family adores.

Brief discussion was held regarding creating a ferry mural with seagulls, weather, temporary barrier cones during painting process, painting on concrete and moisture, graffiti, and preservation.

Mayor Putaansuu said he will be bringing a contract before Council in a couple weeks.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of a Resolution Authorizing the Mayor to Execute a Professional Services Agreement with Geosyntec Consultants, Inc. for Environmental Services

Moved by Mark Trenary; seconded by Heidi Fenton 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.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

B. Adoption of a Resolution Authorizing the Mayor to Execute a Contract with SCJ Alliance for On-Call Engineering Staffing Assistance

Moved by Scott Diener; seconded by John Morrissey 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.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

C. Adoption of a Resolution Adopting AWC-RMSA Member Standards

Moved by John Morrissey; seconded by Jay Rosapepe to Adopt a resolution, adopting the Risk Management Service Agency (RMSA) Member Standards as presented.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

8. DISCUSSION ITEMS

A. Open Government Training

City Attorney Archer provided the Mayor and Council with Open Government Training, pointing out this training covers both the OMPA (Open Public Meetings Act) and PRA (Public Records Act). She briefly spoke to two bills, one regarding the PRA, and the other regarding OPMA. Additionally, she explained that pursuant to state law, elected officials are required to have this training within ninety days of taking office. Refresher trainings are required every four years.

The training included what constitutes a 'meeting', what types of meetings are subject to the OPMA, key reminders, what constitutes an 'action', OPMA: who must comply?, executive sessions, what types of meetings are not subject to OPMA, public comment and public meetings, meeting outside of meetings, serial meetings, what's the risk?, PRA basics, scope of the PRA, electronic 'records', how requests are handled, conducting an adequate search, personal devices, case laws, takeaways, tips, and tricks, know what to retain and what to delete, segregate public and personal records, and consequences of violations.

9. REPORTS OF COUNCIL COMMITTEES

A. Council Advisory Committees

Councilmember Worden reported on the January 27 Transportation Committee meeting.

Mayor Putaansuu reported on the January 20 Kitsap Transit board meeting.

10. REPORT OF MAYOR

The Mayor reported on the following:

- McCormick HOA meeting in March.
- Community Service Day.
- Met with Port of Bremerton staff regarding various downtown fixes.
- Mural artists.
- Etta Turner Park benches.
- AWC City Action Days conference updates.
- Upcoming Legislative dinner.
- Town Hall meetings and City Council retreat.

11. REPORT OF DEPARTMENT HEADS

Public Works Director Ryan reported on fish barriers and utilities.

Chief of Police Brown reported on hiring of new officers and BlueBridge is now live.

Community Development Director Bond mentioned Principal Planner Fisk sent an email out regarding scheduled dates and times for the Land Use and Economic Development and Tourism Committees.

12. CITIZEN COMMENTS

There were no citizen comments.

13. GOOD OF THE ORDER

Councilmember Morrissey encouraged Councilmembers to lobby down at Olympia as we are changing people's minds daily.

Councilmember Rosapepe spoke about the new opening for the South Kitsap Helpline.

Councilmember Worden explained his and Councilmember Morrissey's ideas for the town hall meetings.

Mayor Putaansuu offered to put the town hall discussion on the February work study agenda.

14. EXECUTIVE SESSION

There was no executive session.

15. ADJOURNMENT

The meeting adjourned at 8:48 p.m. No other action was taken.

_____ _____

Brandy Wallace, MMC, City Clerk Robert Putaansuu, Mayor

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

Agenda Staff Report

Business Items: 7.A. Adopting an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying property located at 1061 and 1083 Hull Avenue (LU25-Rezone-01), from Residential 2 to Residential 3 (Bond)

Meeting Date: February 24, 2026

Presenter: Nick Bond, Community Development Director

Summary and Background:

In 2025, the City received an application from Noel Larsen, on behalf of 1909 Holdings, LLC, requesting a site-specific rezone of approximately 2.7 acres from Residential 2 (R-2) to Residential 3 (R-3). The request applies to two adjoining parcels owned by the Applicant, located at 1061 and 1083 Hull Avenue within the City of Port Orchard. Consistent with Port Orchard Municipal Code (POMC) 20.40.040 and Chapter 20.24, the application was forwarded to the Hearing Examiner for a noticed public hearing and recommendation to the City Council. The Hearing Examiner's role was to determine whether the proposed rezone meets the criteria outlined in POMC 20.42.030, to issue related findings and conclusions of law, and to make a recommendation to the City Council. On December 3, 2025, the Hearing Examiner held an open record public hearing on the Hull Avenue Rezone (LU25-REZONE-01). Notice of the hearing was provided in accordance with POMC requirements. At the hearing, City staff presented a detailed staff report. Following the hearing, the Hearing Examiner issued an initial recommendation. During staff review of that recommendation, we identified incorrect citations related to allowed densities in the existing and proposed zones, as well as minor scrivener's errors regarding recommendation and hearing dates. Staff requested corrections, and on February 5, 2026, the Hearing Examiner issued a Second Revised Recommendation, which is the final and accurate version. This recommendation was included in the February 10, 2026 packet for a closed-record hearing.The public was notified of a closed record hearing before the City Council on February 10, 2026. Only parties of record, including the applicant and individuals who testified at the December 3 hearing, were permitted to reiterate their earlier testimony. After holding the closed record hearing, considering all testimony, and deliberating, the City Council voted 5-2 to accept the Hearing Examiner's Recommendation and to direct staff to prepare an ordinance amending the City's Zoning Map to rezone the parcels at 1061 and 1083 Hull Avenue from Residential 2 (R-2) to Residential 3 (R-3). This ordinance was prepared in compliance with that direction. The zoning change is illustrated in Exhibit A to the adopting ordinance included in the packet.

Relationship to Comprehensive Plan: 2 - Land Use

Recommendation: Consistent with the direction from the City Council on February 10, 2026, staff prepared an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying the property located at 1061 and 1083 Hull Avenue (LU25-Rezone-01), from Residential 2 to Residential 3.

Motion for Consideration: I move to approve an Ordinance amending the Official Zoning Map of the City of Port Orchard, reclassifying the property located at 1061 and 1083 Hull Avenue from Residential 2 to Residential 3.

Has item been presented to Committee/Work Study? No
If so, which one: No

Fiscal Impact: N/A

Alternatives: Do not approve the Ordinance.

Attachments:
1. 02_-_Ord._No._XXX_-_Adopting_Site-Specific_Rezone_11192889.1_
2. 2026_Zoning_February_24__2026__Exhibit_A_

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PORT ORCHARD; RECLASSIFYING THE PROPERTY LOCATED AT 1061 AND 1083 HULL AVENUE (LU25-REZONE-01), IDENTIFIED AS ASSESSOR PARCEL NUMBERS 352401-2-018-2002 AND 352401-2-015-2005, FROM THE RESIDENTIAL 2 TO RESIDENTIAL 3 ZONING DESIGNATION; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Noel Larsen, on behalf of 1909 Holdings, LLC (the "Applicant"), submitted an application for a site-specific rezone of approximately 2.7 acres from Residential 2 (R2) to Residential 3 (R3) for two parcels located at 1061 and 1083 Hull Avenue identified as Assessor Parcel Numbers 352401-2-018-2002 and 352401-2-015-2005, in the City of Port Orchard (the "Property"); and,

WHEREAS, the Applicant submitted a complete application for reclassification of the Property from the zoning designation "Residential 2" to "Residential 3"; and

WHEREAS, the property is designated Medium Density Residential in the City of Port Orchard Comprehensive Plan and with portions currently zoned R2 and Greenbelt (GB), so that the proposed rezone would apply only to the portion currently zoned R2 portion; and

WHEREAS, the request to reclassify the Property has been reviewed and processed pursuant to Port Orchard Municipal Code ("POMC") Chapter 20.42, with notices of the rezone application provided in accordance with state and local requirements; and

WHEREAS, a SEPA Determination of Non-Significance was issued for the rezone application in accordance with Chapter 20.42 POMC; and

WHEREAS, the City of Port Orchard Hearing Examiner conducted an open record hearing on December 3, 2025, and admitted exhibits into the record, including staff reports, technical analyses, and public comments; and

WHEREAS, the Hearing Examiner issued Findings of Fact, Conclusions of Law, and a Recommendation on January 7, 2026, recommending approval by the City Council of the requested rezone based on compliance with the criteria in POMC 20.42.030 and consistency with the Comprehensive Plan; and

WHEREAS, the City Council held a publicly noticed closed record public hearing consistent with the requirements of POMC 20.25 on February 10, 2026; and

WHEREAS, the City Council concurs with the Hearing Examiner's Findings, Conclusions and Recommendation of the Hearing Examiner, and finds that the rezone application should be approved; now, therefore

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

SECTION 1. **Rezone Findings**. The City Council hereby adopts the Findings and Conclusions, and Recommendation to approve the rezone issued by the Hearing Examiner in Findings of Fact, Conclusions of Law and Recommendation to City Council (LU25-REZONE-01).

SECTION 2. **Zone Reclassification**. Pursuant to POMC 20.42.040, and consistent with Section 1 of this Ordinance, the City Council amends the "Official Zoning Map of the City of Port Orchard" by changing the zone designation for the Property from "Residential 2" to "Residential 3." The revised zoning map reflecting this change is attached to this Ordinance as Exhibit A and incorporated herein by this reference.

SECTION 3. **No Expiration**. Pursuant to POMC 20.42.050(1)(b), it is the intent of the City Council that this approval shall not expire.

SECTION 4. **Severability**. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this __ day of _____2026.

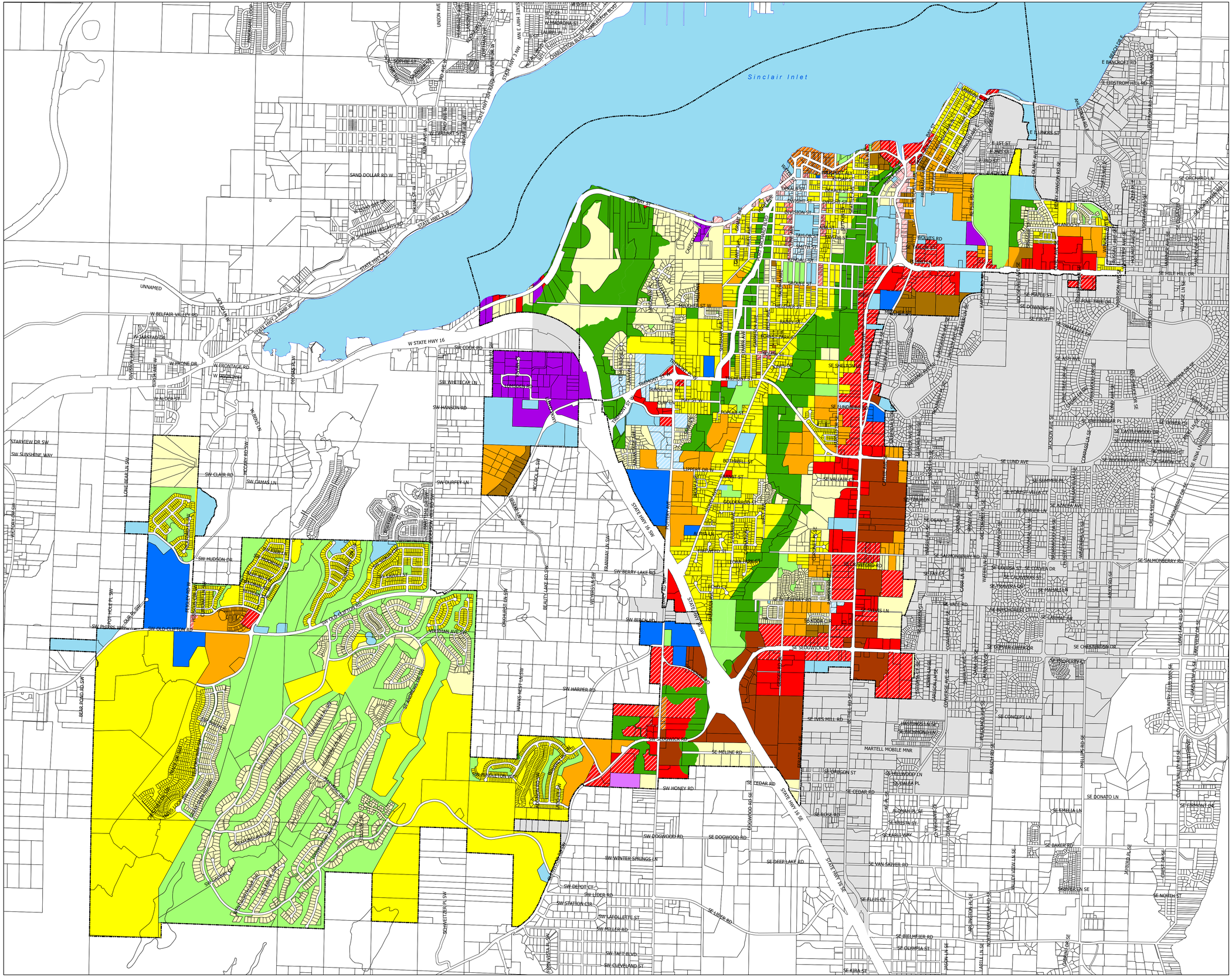
_____
Robert Putaansuu, Mayor

ATTEST:

_____
Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM:

_____
Charlotte A. Archer, City Attorney



City of Port Orchard 2026 Zoning Map

City Limit

Zoning Designation

- BPMU
- CC
- CH
- CI
- CMU
- DMU
- GB
- GMU
- IF
- LI
- NMU
- PF
- PR
- R1
- R2
- R3
- R4

Urban Growth Area

- Port Orchard UGA

N

February 24, 2026

0 0.25 0.5 1 Miles

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 Approving a Memorandum of Understanding with the Washington State Department of Transportation for WSDOT Fish Passage Program Coordination (Ryan)

Meeting Date: February 24, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:
The Washington State Department of Transportation (WSDOT) is implementing the Fish Passage Program to comply with a U.S. District Court injunction requiring removal and replacement of state-owned culverts that block salmon and steelhead migration. Several culverts programmed for replacement within Kitsap County fall within the City utilities' service area and may require relocation or protection of City-owned utilities during WSDOT's construction. This proposed MOU from WSDOT establishes a framework for a collaborative process between WSDOT and the City to coordinate responsibilities for each project under the Program. Key provisions include: WSDOT will fund and manage the overall Fish Passage Program and procure contractors. The City will fund and manage relocation or removal of its own utilities impacted by the Program that are located within WSDOT right-of-way. Both parties will jointly determine contracting strategies for each project and may execute separate Utility Construction Agreements to define scope and payment terms. The MOU is non-financial and does not create a separate legal entity. Term of the agreement: January 20, 2026 – December 31, 2032. This agreement would further timely coordination and compliance with state and federal requirements while protecting City infrastructure during WSDOT-led projects.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the City Council adopt a Resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with the Washington State Department of Transportation (WSDOT) to establish a cooperative framework for utility coordination related to the WSDOT Fish Passage Program.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Washington State Department of Transportation for coordination on the WSDOT Fish Passage Program.

Has item been presented to Committee/Work Study? No
If so, which one: No

Fiscal Impact: None under this MOU. Future costs for utility relocation will be addressed in separate agreements and budget actions as needed.

Alternatives: Do not approve and provide alternative guidance.

Attachments:
1. RESOLUTION_-_WSDOT_MOU
2. City_of_Port_Orchard_-_WSDOT_MOU_11188293.1___003_

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE FISH PASSAGE PROGRAM.

WHEREAS, the Washington State Department of Transportation (WSDOT) is implementing the Fish Passage Program to comply with a U.S. District Court injunction requiring removal of state-owned culverts that block salmon and steelhead migration; and

WHEREAS, several culverts within Kitsap County fall within the City's service area and may require relocation or protection of City-owned utilities during construction; and

WHEREAS, the City and WSDOT desire to establish a cooperative framework to coordinate responsibilities for utility relocation, removal, and protection during the Fish Passage Program; and

WHEREAS, the proposed Memorandum of Understanding (MOU) sets forth terms for collaboration, including WSDOT funding and managing the overall Fish Passage Program, the City funding and managing relocation or removal of its own utilities within WSDOT right-of-way, and joint determination of contracting strategies for each project; and

WHEREAS, the MOU is non-financial, does not create a separate legal entity, and will remain in effect from January 20, 2026, through December 31, 2032, unless terminated or amended; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to authorize the Mayor to execute the Memorandum of Understanding with WSDOT for coordination on the Fish Passage Program; now, therefore,

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

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

THAT: The Mayor is authorized to execute the Memorandum of Understanding attached hereto as Exhibit A and incorporated herein by this reference, and to take all actions necessary to effectuate the terms of the MOU in a form approved by the city attorney.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor Pro-Tem and attested by the Clerk in authentication of such passage this 24th February, 2026.

_____
Mark Trenary, Mayor Pro-Tem

ATTEST:

_____
Brandy Wallace, City Clerk, MMC

MEMORANDUM OF UNDERSTANDING
BETWEEN
Washington State Department of Transportation
AND
City of Port Orchard

This Memorandum of Understanding is between the Washington State Department of Transportation (WSDOT) and City of Port Orchard (Utility) individually the "Party" and collectively the "Parties."

RECITALS

1. The Parties desire to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the WSDOT Fish Passage Program (Program).

2. The Program works to comply with a U.S. District Court injunction that requires WSDOT to remove state owned culverts that are barriers to salmon and steelhead spawning and migration.

3. WSDOT will fund the Program with state or federal funds approved by the Washington State Legislature. WSDOT will procure services needed to deliver the Program in conformance with applicable laws, here in ~~referenced as the~~ WSDOT Contractor. The Utility will fund the installation and relocation of any Utility-owned utilities that are located within WSDOT Right of Way pursuant to applicable franchise, permit or undocumented permission which are owned by the Utility.

4. The Program encompasses multiple culverts that are barriers to fish passage in Kitsap County that are located within the Utility's service area, Exhibit A. WSDOT may deliver the Project using traditional or alternative contract methods. WSDOT continually reviews culverts that are barriers to fish. Additional culverts may be added to Exhibit A.

5. The Utility owns facilities that may need to be removed and/or relocated and/or constructed to facilitate construction of a Project, herein the "Work".

6. The Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the Utility's facilities.

7. The Work may include betterments, installation of new facilities, removal of existing facilities from WSDOT right of way; and/or protection in place of facilities.

NOW THEREFORE, pursuant to Chapter 39.34 of the Revised Code of Washington, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, It Is Mutually Agreed as Follows:

1. PURPOSE

The purpose of this Agreement is to establish a cooperative system where the Parties jointly determine how to best accomplish the Work for each Project, for the duration of the Program.

2. GENERAL

1. This Agreement does not establish any separate legal or administration entity.

2. A separate Utility Construction Agreement may be executed by the Utility and the WSDOT Contractor to establish the scope of work and payment provisions for Work to Utility facilities for each Project.

3. RESPONSIBILITIES

1. This Agreement will be administered jointly by WSDOT and the Utility pursuant to RCW 39.34.030.
2. WSDOT itself may conduct the procurement process for goods or services related to the Work as part of the Project. Alternatively, upon notice by the Utility to WSDOT, the Utility may conduct the procurement process for goods or services related to all, or portions of the Work.
3. For any Project where the Utility and WSDOT agree that the Utility will not conduct the procurement process for goods or services related to all, or portions of the Work, the Utility shall coordinate and develop an agreement directly with the WSDOT contractor.
4. The Parties will work in a timely and cooperative manner to determine the contracting strategy for the Work for each Project.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 20, 2026, and be completed on December 31, 2032, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

6. COMPENSATION

This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

7. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

9. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

10. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for WSDOT is:	The Contract Manager for City of Port Orchard is:

11. DISPUTES

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

a. The representative, as shown herein designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

b. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to this Section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

c. In the event the representatives cannot resolve the dispute or issue, the Utility's General Manager, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

d. In the event the Utility's General Manager and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the Utility and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member professional mediator not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

12. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

13. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

14. MAINTENANCE OF RECORDS

a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

15. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes, and local laws, rules and regulations;
b. Exhibits and Appendices – list separately; and
c. Any other provisions of the agreement, including materials incorporated by reference.

16. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

17. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18. SITE SECURITY and SAFETY

While on WSDOT premises, the Utility, its agents, employees, or subcontractors shall comply with

WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases such as Covid.

19. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20. TERMINATION FOR CONVENIENCE

For any reason, either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party.

21. MUTUAL INDEMNIFICATION

a. To the extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, including attorney's fees (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

b. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

c. This indemnification and waiver will survive the termination of this Agreement.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

23. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Requesting Entity	**Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

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. Adopting a Resolution Fixing the Date of a Public Hearing on a Petition from Kitsap County to Vacate City Rights-of-way for the City Council's Regular Meeting on March 24, 2026 (Wallace)

Meeting Date: February 24, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Petitioners Kitsap County and Steve Tyner of KMT LLC, owners of the adjacent properties, submitted petitions to vacate City rights-of-way (ROW), pursuant to Port Orchard Municipal Code (POMC) Chapter 12.08. There are 10 sections being requested to be vacated. They are as follows:

1) a portion of an alley off of Taylor Street near Sidney Avenue (Section 2;
a. Approximately 2,450 square feet
2) most of Austin Avenue from Taylor Street and Smith Street (Section 8)
a. Approximately 8,434 square feet
3) most of an alley off of Austin Avenue from Taylor Street and Smith Street (Sections 6 and 7)
a. Approximately 8,434 square feet
4) a portion of an alley off Division Street near Sidney Avenue (Section 3);
a. Approximately 3,054 square feet
5) most of an alley from Smith Street to Taylor Street (Section 9);
a. Approximately 1,540 square feet
6) a portion of Sweany Street off of Sidney Avenue (Section 4);
a. Approximately 4,667 square feet
7) most of an alley from Cline Street to Austin Avenue (Section 10);
a. Approximately 3,897 square feet
8) a portion of an alley off of Sweany Street and Sidney Avenue (Section 5); and
a. Approximately 4,667 square feet
9) a portion of an alley off of Cline Avenue near Taylor Street (Section 1).
a. Approximately 1,498 square feet

The area requested for vacation totals approximately 38,641 square feet.

The Clerk received a complete application conforming with the requirements of POMC Chapter 12.08, including Section 12.08.010. The Public Works Director and Community Development

Director support the vacation, as the City has no current or future plans to open them. Easements associated with applicable City-owned utilities located within the areas requested for vacation would be provided as a component of the proposed vacation.

POMC 12.08.017 and POMC 12.08.050 authorizes the City to obtain an appraisal of the area proposed for vacation to assist the City Council in evaluating proposed adequate compensation for proposed vacations. Compensation can include an in-lieu transfer of real property, as well as other contributions of a monetary value. Following an appraisal, Kitsap County provided a statement of proposed compensation for the areas to be vacated, including the payment to the City of $30,000, the transfer of Veterans Park (48-acres of real property located within the City), and dedicated public parking on the County's Campus for special event parking (where an event is sponsored or promoted by the City). A copy of Kitsap County's proposal to compensate the City is included in the packet for tonight's meeting and cannot be acted upon until after the public hearing and associated action by the City Council, if any.

Chapter 35.79 RCW requires the City to adopt a resolution setting the date and time of a public hearing to hear and determine the petition to vacate the City's right-of-way. Based on the City Council's regular meeting calendar, Staff suggests holding the public hearing to vacate the proposed City right-of-way and accept the associated compensation for March 24, 2026 at 6:30 pm, which is at least 20 days, but no longer than 60 days from the date of this Resolution if adopted tonight, February 24, 2026.

Upon adoption of this Resolution, staff will post proper notices of the date and time of the hearing and provide notice to adjacent property owners.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the Council adopt a Resolution setting the date and time of hearing on the petition to vacate a portion of alleys and streets, as described above, and directing the proper posting of notices of the hearing. The hearing is to be held on Tuesday, March 24, 2026, at the regular Council meeting held at 6:30 PM.

Motion for Consideration: I move to adopt a Resolution setting a Public Hearing for March 24, 2026, at 6:30 PM, on a petition from Kitsap County to vacate a portion of alleys and streets as described.

Has item been presented to Committee/Work Study? Yes
If so, which one: Land Use Committee

Fiscal Impact: There is no fiscal impact from adopting a resolution to set the public hearing.

Alternatives: Do not pass the Resolution, reject the Petition, and provide further direction.

Attachments:

1. Resolution_-_Kitsap_county_Vacation_Setting_Hearing_Date
2. County_Campus_Vacate_Peition
3. County_Campus_Vacate_Peition_Exhibit_A
4. County_Campus_Vacate_Peition_Exhibit_B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, FIXING THE DATE OF PUBLIC HEARING ON A PETITION TO VACATE CITY RIGHT OF WAY, A PORTION OF AN ALLEY OFF OF TAYLOR STREET NEAR SIDNEY AVENUE; MOST OF AUSTIN AVENUE FROM TAYLOR STREET AND SMITH STREET; A PORTION OF AN ALLEY OFF DIVISION STREET NEAR SIDNEY AVENUE; MOST OF AN ALLEY FROM SMITH STREET TO TAYLOR STREET; A PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE; MOST OF AN ALLEY FROM CLINE STREET TO AUSTIN AVENUE; MOST OF AN ALLEY OFF OF AUSTIN AVENUE FROM TAYLOR STREET AND SMITH STREET; A PORTION OF AN ALLEY OFF OF SWEANY STREET AND SIDNEY AVENUE; AND A PORTION OF AN ALLEY OFF OF CLINE AVENUE NEAR TAYLOR STREET.

WHEREAS, petitioners, Kitsap County and Steve Tyner of KMT LLC owners of the adjacent properties, submitted petitions to vacate City rights-of-way (ROW); and

WHEREAS, the petition is to vacate unopened portions of allies and streets as described below:

1) a portion of an alley off of Taylor Street near Sidney Avenue (Section 2;
    a. Approximately 2,450 square feet
2) most of Austin Avenue from Taylor Street and Smith Street (Section 8)
    a. Approximately 8,434 square feet
3) most of an alley off of Austin Avenue from Taylor Street and Smith Street (Sections 6 and 7)
    a. Approximately 8,434 square feet
4) a portion of an alley off Division Street near Sidney Avenue (Section 3);
    a. Approximately 3,054 square feet
5) most of an alley from Smith Street to Taylor Street (Section 9);
    a. Approximately 1,540 square feet
6) a portion of Sweany Street off of Sidney Avenue (Section 4);
    a. Approximately 4,667 square feet
7) most of an alley from Cline Street to Austin Avenue (Section 10);
    a. Approximately 3,897 square feet
8) a portion of an alley off of Sweany Street and Sidney Avenue (Section 5); and
    a. Approximately 4,667 square feet
9) a portion of an alley off of Cline Avenue near Taylor Street (Section 1).
    a. Approximately 1,498 square feet

WHEREAS, the petitioners have submitted the petitions, copy attached hereto as Exhibit A and incorporated herein by this reference, which meets the requirements set out in Port

Orchard Municipal Code (POMC) 12.08.010, and have paid the applicable fees required by the City; and

WHEREAS, the petitioners constitute the owners of more than two-thirds (2/3) of the property abutting the area proposed for vacation pursuant to RCW 35.79.010; and

WHEREAS, the petitioners have requested that proceedings be had hereon for the vacation of said portion of the city right-of-way in the manner prescribed by RCW 35.79; and

WHEREAS, the total proposed area for vacation is approximately 38,641 square feet, legally described as follows and depicted in the survey contained in Exhibit B hereto:

ALL THOSE PORTIONS OF STREETS, AVENUES, AND ALLEYS LYING WITHIN THE PLAT OF "SWEANY'S ADDITION TO SIDNEY", RECORDED IN KITSAP COUNTY AUDITOR'S OFFICE VOLUME 1, PAGE 55 OF PLATS, LYING WITHIN SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORT ORCHARD, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 3, AND LOTS 10 THROUGH 12 OF BLOCK 4 (SECTION 1);

TOGETHER WITH,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 2 THROUGH 9 OF BLOCK 3 {SECTION 2);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 10 OF BLOCK 2 (SECTION 3);

ALSO,
THAT PORTION OF SWEANY STREET ADJOINING LOT 6 OF BLOCK 2 AND LOT 10 OF BLOCK 3, EXTENDING TO THE WESTERN MARGIN OF ALLEY WAY WITHIN RESPECTIVE BLOCKS (SECTION 4 AND 5);

ALSO,
ALL THAT PORTION OF AUSTIN STREET BETWEEN BLOCKS 7 AND 8 (SECTION 6, 7, AND 8);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 20 OF BLOCK 8 {SECTION 9);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 24 OF BLOCK 7 {SECTION 10);

WHEREAS, the street vacation is requested to be part of the Kitsap County new Courthouse expansion and remodel project; 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: A Public Hearing upon said proposed street vacation shall be held in person and via the online platform Zoom on Tuesday, March 24, 2026, at 6:30 p.m., at which hearing all persons interested in said street vacation are invited to appear in person or via the Zoom platform. Access information for Zoom shall be included in the notices required herein.

THAT: The City Clerk is directed to post notice of the petition in three of the most public places in the city and a like notice in a conspicuous place on the street and/or alley sought to be vacated, pursuant to RCW 35.79.020. The Clerk shall also post the notice on the City's website.

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 24th day of February 2026.

_____
Robert Putaansuu, Mayor

ATTEST:

_____
Brandy Wallace, MMC, City Clerk

City of Port Orchard
City Clerk's Office
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us
www.cityofportorchard.us

RECEIVED
DEC 17 2025
CITY OF PORT ORCHARD
CITY CLERK'S OFFICE

PETITION TO VACATE CITY RIGHT-OF-WAY APPLICATION

(POMC 12.08 / Resolution No. 030-17)

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner's Name(s): Kitsap County

Mailing Address: 614 Division Street, MS-4, Port Orchard WA 98366
Street City State Zip

Contact Information: Torie Brazitis VBrazitis@kitsap.gov
Phone Email

Address of Requested Vacation: Various Rights of Way (See Exhibits A & B)
Street or nearest cross street

Parcel Number of Requested Vacation: N/A (Rights of Way)

1. The undersigned, owner of real property abutting upon that public street/alley described below, does hereby petition the City of Port Orchard to vacate said street/alley, described as follows (you may attach a separate sheet containing the legal description):

Legal description of the requested right-of-way prepared by a licensed surveyor:

Described in Exhibit A and Depicted in Exhibit B

all situated in the City of Port Orchard, County of Kitsap, State of Washington; declares that this petition is supported by the signatures of the owners of more than two-thirds of the real property abutting the requested vacation area; and requests that said City Council by Resolution fix a time and place when this petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution (RCW 35.79.010)

2. State the proposed use of the vacated right-of-way: The requested rights of way are needed for the Kitsap County Courthouse Expansion Project, which will include County facilities and parking lots for the public and employees.

3. Provide a map of the proposed right-of-way area to be vacated with the following information:

   a. Approximate width of the area to be vacated
   b. Approximate length of the area to be vacated
   c. Approximate total square footage of the area to be vacated

I/We declare under penalty of perjury under the laws of the State of Washington that the foregoing information and attached documentation is true and correct, and that I/We are the true and correct owner(s) of real property abutting the requested vacation of City right-of-way.

_____ 12-17-2025
Signature of Applicant Date

_____ _____
Signature of Applicant Date

When submitting this application, please make sure the following requirements are completed and documents are submitted:

- Support for Vacation of City Right-of-Way Petition form(s) signed by the owners of real property abutting upon the part of the street or alley sought to be vacated (these owners must, along with the Petitioner, constitute the owners of at least two-thirds of the real property abutting such area);
- New legal description to include the requested right-of-way;
- Documentation supporting the fair market value of the street or alley sought to be vacated, if applicable;
- Documentation supporting the application of the Non-User Statute, if applicable;
- Dimensions of area proposed to be vacated;
- Map of the proposed right-of-way to be vacated outlined or highlighted;
- Application processing fee of $120; and
- $500 appraisal fee refundable deposit (Petitioner shall pay the actual cost of the appraisal, upon Council approval).

FOR CITY CLERK'S OFFICE USE ONLY

$120 Vacation Fee Received ____Yes ____ No Receipt No.:_____

$500 Vacation Appraisal Fee (Refundable Deposit) Received ____Yes ____ No Receipt No.:_____

Support for Vacation Petition By Abutting Property Owners form(s) Received ____Yes ____ No

Public Hearing Date: _____

Notices Posted by: _____ Date of Noticing: _____

Approved by the City Council _____Yes _____No

City of Port Orchard
City Clerk's Office
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us
www.cityofportorchard.us

SUPPORT FOR VACATION OF RIGHT-OF-WAY
PETITION BY ABUTTING PROPERTY OWNERS

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner Seeking Vacation (Petitioner): Torie Brazitis, Kitsap County Administrator
First and Last Name

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
Phone Email

Street or Nearest Cross Street of Requested Vacation: Various rights of way (see Exhibits A & B)

Parcel Number of Requested Vacation: N/A (Rights of Way)

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Torie Brazitis
First and Last Name (Printed) of Property Owner/Corporate Officer
Managing Member No. 1

Kitsap County
Name of Corporation (*if applicable*)

(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer
Managing Member No. 2

Name of Corporation (*if applicable*)

(Signature and/or Title)

Property Address

Tax Parcel Number

Mailing Address: 614 Division Street, MS-4, Port Orchard WA 98366
Street City State Zip

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
Phone Email

(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us
www.cityofportorchard.us

SUPPORT FOR VACATION OF RIGHT-OF-WAY
PETITION BY ABUTTING PROPERTY OWNERS

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner Seeking Vacation (Petitioner): Torie Brazitis, Kitsap County Administrator
First and Last Name

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
Phone Email

Street or Nearest Cross Street of Requested Vacation: Various rights of way (see Exhibits A & B)

Parcel Number of Requested Vacation: N/A (Rights of Way adjacent to Tax Parcel Nos.4059-007-021-0101 & 4059-007-018-0106)
Section 10

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Steve Tyner
First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 1

KMT LLC
Name of Corporation (*if applicable*)

President
(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 2

Name of Corporation (*if applicable*)

(Signature and/or Title)

Property Address

Tax Parcel Number

Mailing Address: 1412 NE Paulson Road, Poulsbo WA 98370
Street City State Zip

Contact Information: (360) 710-8130 stevetyner1@gmail.com
Phone Email

City of Port Orchard
City Clerk's Office
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us
www.cityofportorchard.us

SUPPORT FOR VACATION OF RIGHT-OF-WAY PETITION BY ABUTTING PROPERTY OWNERS

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner Seeking Vacation (Petitioner): Torie Brazitis, Kitsap County Administrator
First and Last Name

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
Phone Email

Street or Nearest Cross Street of Requested Vacation: Various rights of way (see Exhibits A & B)

Parcel Number of Requested Vacation: N/A (Rights of Way)

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Thomas Gilbert
First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 1

Name of Corporation (*if applicable*)

(Signature and/or Title)

Elaine Gilbert
First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 2

Name of Corporation (*if applicable*)

(Signature and/or Title)

Property Address

Tax Parcel Number

Mailing Address: 24091 Gilbert Avenue NE, Poulsbo WA 98370
Street City State Zip

Contact Information: (360) 779-5327 e13152024@gmail.com
Phone Email

EXHIBIT "A"
ROAD VACATION

ALL THOSE PORTIONS OF STREETS, AVENUES, AND ALLEYS LYING WITHIN THE PLAT OF "SWEANY'S ADDITION TO SIDNEY", RECORDED IN KITSAP COUNTY AUDITOR'S OFFICE VOLUME 1, PAGE 55 OF PLATS, LYING WITHIN SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORT ORCHARD, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 3, AND LOTS 10 THROUGH 12 OF BLOCK 4 (SECTION 1);

TOGETHER WITH,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 2 THROUGH 9 OF BLOCK 3 (SECTION 2);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 10 OF BLOCK 2 (SECTION 3);

ALSO,
THAT PORTION OF SWEANY STREET ADJOINING LOT 6 OF BLOCK 2 AND LOT 10 OF BLOCK 3, EXTENDING TO THE WESTERN MARGIN OF ALLEY WAY WITHIN RESPECTIVE BLOCKS (SECTION 4 AND 5);

ALSO,
ALL THAT PORTION OF AUSTIN STREET BETWEEN BLOCKS 7 AND 8 (SECTION 6, 7, AND 8);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 20 OF BLOCK 8 (SECTION 9);

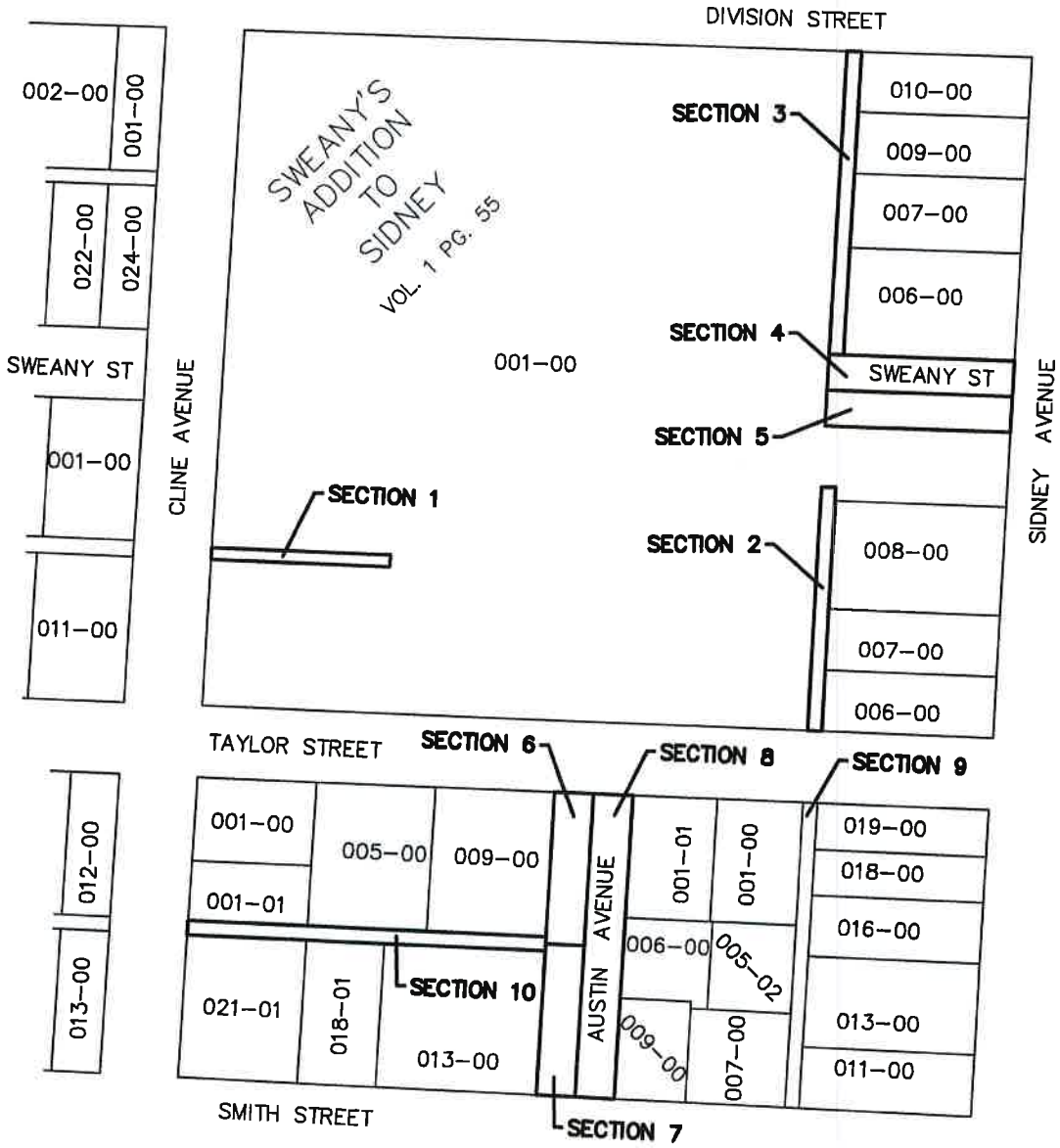
ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 24 OF BLOCK 7 (SECTION 10);

Original signature with blue ink

Kitsap County Department of Public Works
614 Division Street, MS-26, Port Orchard, WA 98366

EXHIBIT "B"

VICINITY MAP



SEE SHEETS 2 AND 3 OF 3 SHEETS FOR DETAILED VIEW

SHEET 1 OF 3

N.T.S.

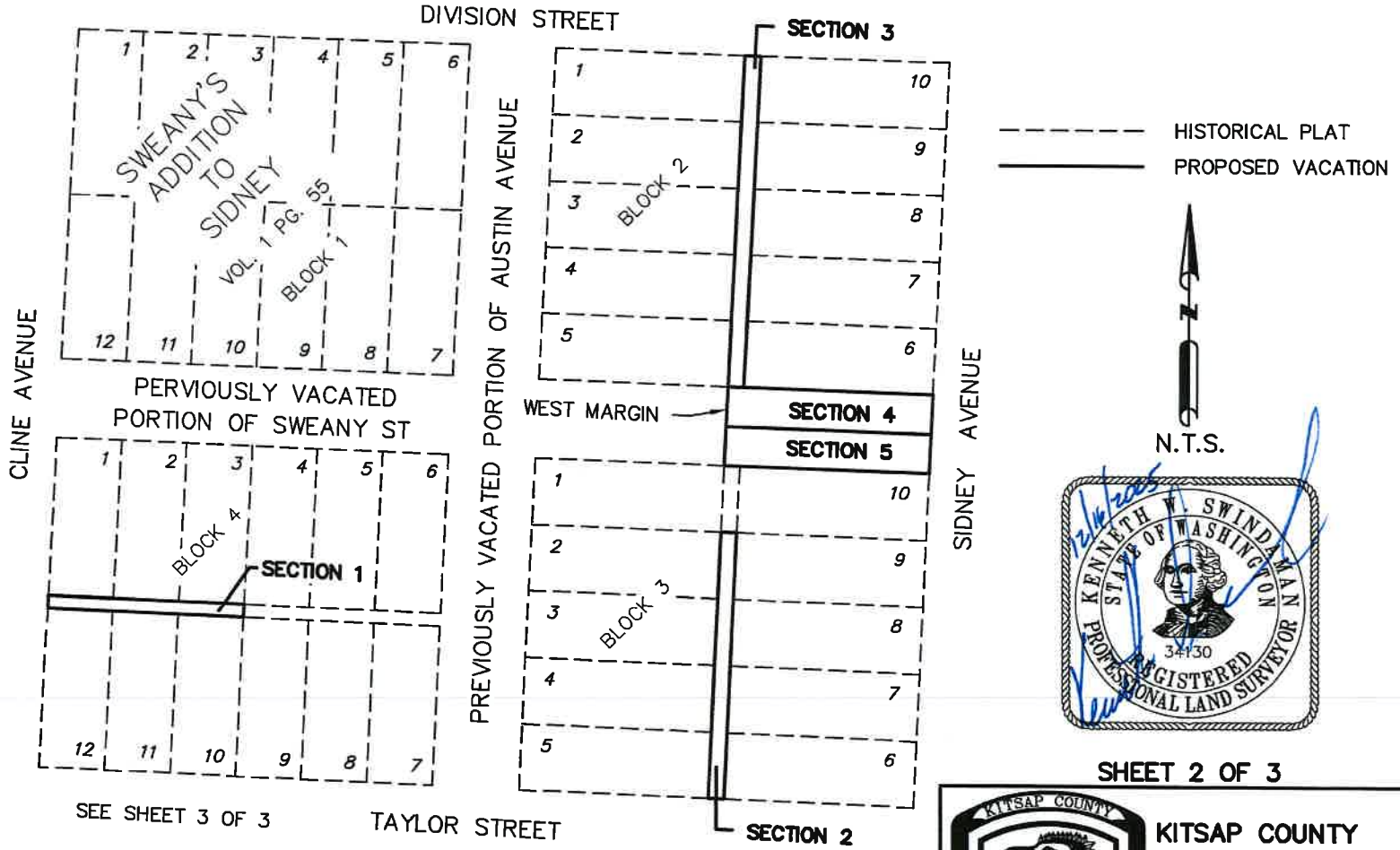
KENNETH W. SWINDAMAN
STATE OF WASHINGTON
34130
REGISTERED PROFESSIONAL LAND SURVEYOR

KITSAP COUNTY
18 57
WASHINGTON

KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-28
PORT ORCHARD, WA 98366
TEL:(360) 337-5777

EXHIBIT "B"

PROPOSED VACATION DETAIL

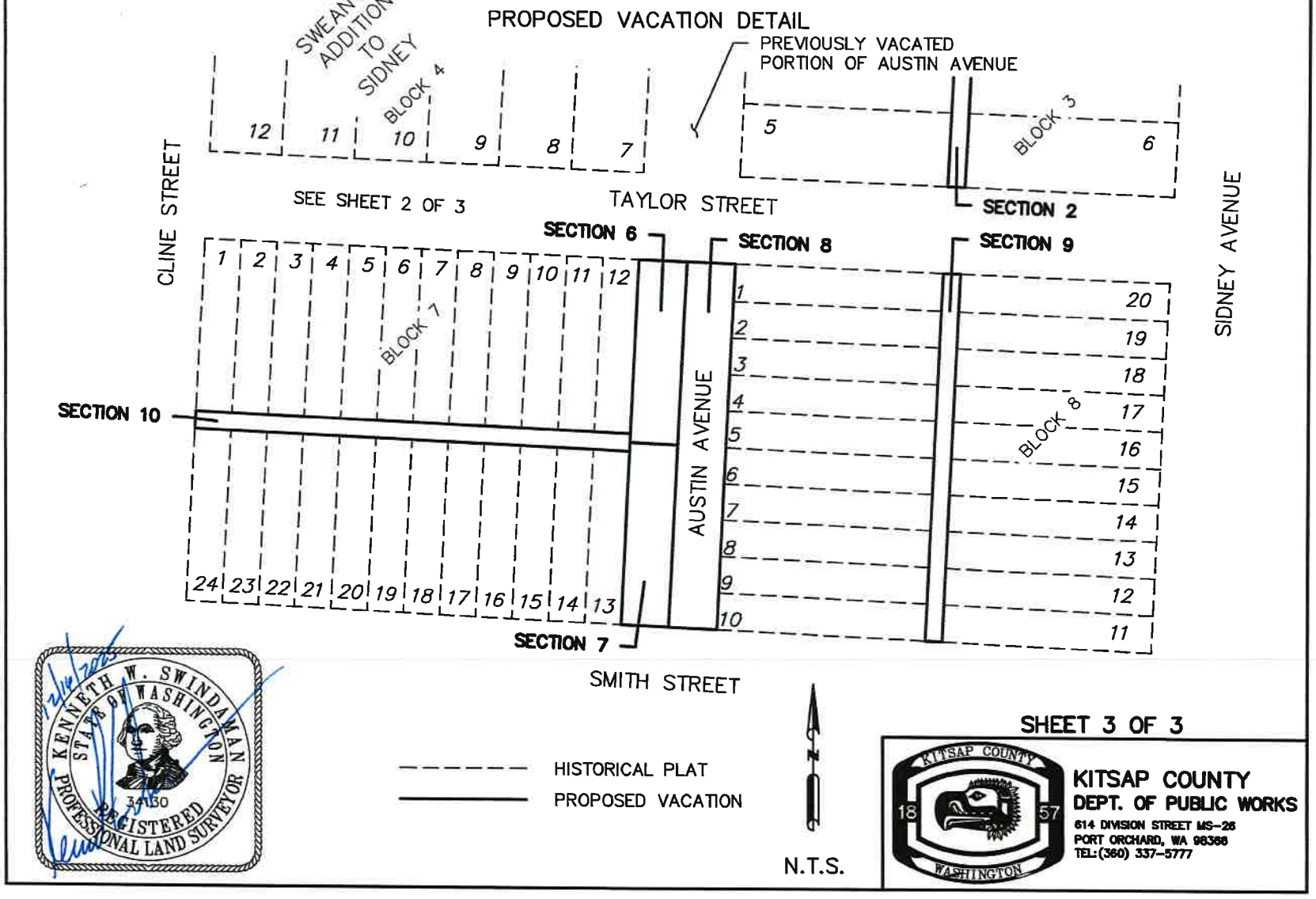


SHEET 2 OF 3

KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-26
PORT ORCHARD, WA 98366
TEL: (360) 337-5777

EXHIBIT "B"

PROPOSED VACATION DETAIL



KENNETH W. SWINDAMAN
STATE OF WASHINGTON
34130
REGISTERED
PROFESSIONAL LAND SURVEYOR

SHEET 3 OF 3

KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-26
PORT ORCHARD, WA 98366
TEL:(360) 337-5777

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

Agenda Staff Report

Business Items: 7.D. Adoption of a Resolution Authorizing the Mayor to Execute a Professional Services Agreement for the Annapolis Creek Fish Passage Project (Ryan) *Stormwater*
Meeting Date: February 24, 2026
Presenter: Denis Ryan, Public Works Director

Summary and Background:
The existing culvert conveying Annapolis Creek beneath Bay Street has been identified as a fish passage barrier. With upstream and downstream improvements completed by other projects, the City is now moving forward with design services to replace the culvert with a fish-passable structure. The project will address habitat connectivity, stream function, and regulatory compliance, and will incorporate roadway, utility, and environmental considerations. This location was identified as a critical area in the City's Stormwater Action Plan, making this project a priority for improving ecological function and meeting long-term stormwater management goals. Pursuant to RCW 39.80 and the City's procurement policies, the City issued a Request for Qualifications (RFQ) on September 26, 2025, for professional engineering services under the category of fish passage and culvert replacement design. By the October 20, 2025 deadline, three (3) Statements of Qualifications were received and evaluated. After review, Skillings, Inc. was selected as the most qualified consultant. Public Works staff then negotiated the scope, fee, and terms of the contract. The resulting Professional Services Agreement includes Exhibits A (Scope of Work) and B (Fee Estimate), in an amount not to exceed $735,041. The contract term will run from 2/24/2026 through 2/10/2028, with optional extensions at the City's discretion. This project is funded through the Brian Abbott Fish Barrier Removal Board (BAFBRB) program, which provides $425,000 in grant funding.

Relationship to Comprehensive Plan: 5 - Natural Systems

Recommendation: Staff recommends adoption of a Resolution authorizing the Mayor to execute a Professional Services Agreement for the Annapolis Creek Fish Passage Project Design in an amount not to exceed $735,041.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to execute a Professional Services Agreement for a design consultant for the Annapolis Creek Fish Passage

Project in an amount not to exceed $735,041.

Has item been presented to Committee/Work Study? No
If so, which one: No

Fiscal Impact: The total contract amount of $735,041 will be funded through a combination of grant funds and a local match. The City has secured $425,000 in grant funding from the Recreation and Conservation Office (RCO) through the Brian Abbott Fish Barrier Removal Board program. The current 2025-206 budget has funded $500,000 towards this design. A budget amendment will be required for an additional $236,000 of funding to come from Storm Drainage Capital Facility Fee's (Fund 423) the remaining balance.

Alternatives: Do not approve and provide further guidance.

Attachments:
1. CONTRACT_PACKET_-_Annapolis_Fish_Passage
2. RESOLUTION_-_Annapolis_Fish_Passage_final

Port Orchard Contract #: _____
Authorized Amount: $735,041
Date Start: 2/10/2026
Date End: 2/10/2028

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 Skillings ("Consultant") organized under the laws of the State of Washington located and doing business at 5016 Lacey Blvd SE, Lacey, WA 98503 360-491-3399 (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 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 $_____.**

X **TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $735,041** 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 2/10/2026 and ending 2/10/2028 unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer two (2) one-year extensions 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. <u>Record Keeping and Reporting</u>.

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. <u>City's Right of Inspection and Audit.</u>

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. <u>Discrimination Prohibited</u>.

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. <u>Force Majeure</u>.

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:

Patrick Skillings
5016 Lacey Blvd SE
Lacey, WA 98503
Phone No.: (360) 491-3399
Email: pskillings@skillings.com

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. S*olicitations 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

By: _____ Digitally signed by Patrick Skillings Date: 2026.02.03 16:44:55-08'00'

Title: Exec Vice President

Date: 02/03/2026

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

Date: _____

ATTEST/AUTHENTICATE

_____
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM

_____
Port Orchard City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

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).

EXHIBIT A

SCOPE OF WORK

Prepared for:

CITY OF PORT ORCHARD

ANNAPOLIS CREEK CULVERT REPLACEMENT

January 29, 2026

Introduction:

Skillings, Inc (Consultant) will prepare engineering design and environmental permitting for the City of Port Orchard (City) for the replacement of the Bay Street culvert that conveys Annapolis Creek. Bay Street transitions to Beach Street at the proposed site. The project will involve the replacement of the existing timber box culvert with a fish-passable structure. Design will include realignment of the channel beneath Bay Street.

Project Assumptions:

- Plans and specifications to be in accordance with City of Port Orchard Standards and WSDOT Standard Specifications.
- Washington Department of Fish and Wildlife (WDFW) "Stream Simulation" method for culvert design per their Water Crossing Design Guidelines (2013), will be followed for design comparisons and ultimate culvert selection.
- This scope of work does not include design of a bridge structure.
- If a box culvert is the selected crossing method, it is assumed that prefabricated sections will be used and that structural design will be provided by the manufacturer.
- Project planning will include evaluation of the use of full road closure compared to utilizing Maintenance of Traffic (MOT) to keep Bay Street open during construction. The comparison will include a cost/impacts analysis of full road closure versus keeping Bay Street open. This analysis will be associated with analysis of structure type during the alternative analysis. The results of this will be presented to City Council and City Transportation Committee.

Task 1 – Project Administration and Management

This task includes Consultant management of staff, invoices and progress reporting, bi-weekly progress meetings, QA/QC, and internal staff team progress meetings.

Task Assumptions:

- The duration of the work effort for civil design is assumed to be 12 months. The project duration for Right of Way efforts is assumed to be 18 months.
- Progress meetings are assumed to be virtual via Teams, phone or e-mail.
- Bi-weekly progress meetings are estimated based on 24 total meetings with a half hour duration for two Consultant staff members in attendance per meeting.

Task Description:

1. Prepare a project management plan, communications plan, master deliverables list, and schedule with updates.
2. Provide invoices with project update reports and earned value reports.
3. Provide Quality Management Plan, conduct QA/QC of all documents being formally submitted to City.
4. In-house coordination
5. Coordination with subconsultants.
6. Bi-weekly progress meetings and correspondence with City.

Deliverables:

- Project Management Plan.
- Communications Plan.
- Master Deliverables List.
- Quality Management Plan.
- Project schedule with updates, if required.
- Monthly invoices with project update reports.
- Bi-weekly progress updates correspondence.
  a. Agenda
  b. Meeting Minutes

Task 2 –Topographic Survey

This task consists of Consultant completing a topographic survey.

Task Assumptions:

- Utility locates will be provided by Washington Utility Notification Center, which can provide utility locates at no cost within the City right-of-way limits. Additional underground utility locating services needed will require a vendor and is not included in the scope.
- A standard traffic control plan will be required for any survey work within ROW. Survey work will not require additional City permits.
- Right of entry will be coordinated by the City, and will be provided within the scheduled survey time. Title reports have been acquired in support of the project. Skillings will coordinate with Commonstreet to obtain title reports for use in ROW acquisition (permanent and temporary).
- Horizontal – Survey work to be established on Washington State Coordinate System NAV83/91
- Vertical – The Vertical Datum for the survey work will reference North American Vertical Datum of 1988.
- Units will be US Survey Feet.
- Distances will be ground distances.
- Topographic survey will be contained within the project limits.
- Underground lines will be based on painted locate marks.
- Ground measurements will be captured sufficient to generate a surface file at one-foot contours.

- City will provide Right of Way alignments.
-
-

Task Description:

Task 2.1 – Project Setup

1. Field to finish setup and utility locate request.
2. On-site task to mark field locates.

Task 2.2 – Survey Control Research

1. Research existing survey control and survey monuments related to the rights-of-way and parcel lines.
2. Review existing parcel information for lot and right of way determination.

Task 2.3 – Establish Survey Control

1. Establish survey control using a combination of Real Time Kinematic (RTK), and conventional survey methods in accordance with industry standards.
   a. Perform a field survey to establish horizontal and vertical survey control.
   b. Evaluate survey control and adjust accordingly.
   c. Recover existing survey monuments relevant to the re-establishment of existing right of way lines and parcel lines.
   d. Calculate existing right of way lines and parcel lines in AutoCAD digital survey control map.

Task 2.4 – Topographic Survey

1. Field Topographic Survey as shown in Attachment 2 Survey Limits depicting the following:
   - Existing road centerline.
   - Location and size of driveway cuts.
   - Sidewalk, curb, median and shoulder locations (as applicable).
   - Edge of pavement and edge of gravel.
   - Grade breaks in pavement.
   - Channelization lines.
   - Buildings, structures, and improvements.
   - Retaining walls.
   - Guardrails.
   - Fences, size, type, and height.
   - Signs and sign structures including description, size, and post material.
   - Signal poles.
   - Light posts.
   - Thalweg of stream
   - Top / Toe of slopes.
   - Sewer lift station
   - Trees over 6-inch diameter measured at 4.5 feet above ground level.
   - Prominent landscape features (hedges, brush lines, boulders, etc.)

- Storm drainage structures – structure types, pipe sizes, invert elevations.
- Sanitary Sewer structures – structure types, pipe sizes, invert elevations.
- Water line structures – Identified water valves, meters, blow offs and hydrants.
- Above ground power structures – overhead power lines, poles and anchor locations.
- Identify signal controllers, service cabinets, transformers, junction boxes.
- Painted utility locates.

Task 2.5 – Topographic Base Map

1. Download and backup survey data daily.
2. Compile survey data into digital AutoCAD (Civil 3D) base map.
3. Draft topographic survey map at 1" = 20' scale.
4. Field check topographic survey map.
5. Update topographic survey map based on field edits.

Task 2.6 – Utility Pothole Survey

1. Provide on-site observation of potholing efforts
2. Conduct or record measure down of identified utility during pothole services.
3. Survey the pothole locations after potholing has occurred.
4. Update survey basemap with utility data, pothole locations, and depths.

Task 2.7 – Easement Preparation

There is a potential that temporary or permanent easements will be required for the proposed project. This task is to prepare temporary and permanent easements. This scope of work is limited to development of four (4) temporary easements and one (1) permanent easement.

1. Prepare Legal description and exhibit map for permanent easement.
2. Prepare Legal description and exhibit map for temporary easements.

Deliverables

- Topographic survey map
- AutoCAD file of topographic survey.
- Existing surface TIN file.
- Right-of-way and lot determination within project limits.
- Permanent Easement Legal Description and Exhibit
- Temporary Easement Legal Description and Exhibits

Task 3 – Environmental Documentation and Permitting

Consultant will prepare environmental documentation for General Executive Order 21-02 and Endangered Species Act. This documentation will support application for aquatic permits under the Clean Water Act and Washington Hydraulic Code.

Task Assumptions:

- The project is funded through the Brain Abbott Fish Barrier Removal Program and does not include federal funding.
- Annapolis Creek confluences with Sinclair Inlet and is considered a Water of the United States (WOTUS). As a WOTUS, this project will require review and permit approval from the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. The project will also require permit approval from the Washington State Department of Ecology (ECY) under Section 401 of the Clean Water Act.
- The subject culvert is located within the Sinclair Inlet 100-year floodplain. It is assumed that evaluation of wave impact is not included in this scope of work. If the City or Kitsap County Flood Manager determines that additional analysis under FEMA guidelines are required, evaluation can be added to this scope of work via supplement.
- Annapolis Creek is considered a Water of the State. The project will require Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW) under the Hydraulic Code of Washington.
- The USACE Section 404 permit is a federal approval and will require consultation under Section 7(a) of the federal Endangered Species Act (ESA).
- The project will require evaluation for historical and cultural resources under General Executive Order (GEO) 21-02.
- It is assumed that this project will qualify as a Fish Habitat Enhancement Program (FHEP) project. As an FHEP, it is assumed that SEPA will not be required. The FHEP application will be submitted to WDFW and the City planning department. It is assumed that the planning department will have 15 days to submit comments to WDFW.
- It is assumed that as an FHEP project, City of Port Orchard Municipal Code (POMC) 20.162.052 (Wetland Development Standards) and 20.162.72 (Fish and Wildlife Conservation Area Development Standards) is not required.

Task 3.1 – Biological Evaluation (BE)

Task Assumptions:

- Due to Federal permitting, an ESA consultation is required. A BE must be completed to comply with Section 7(a) of the Endangered Species Act.

- A BE is needed to accompany the required documentation for submittal with the Section 404 permit application (USACE).
- It is assumed that the project will qualify for coverage under USACE's Programmatic Biological Opinion; "Programmatic Endangered Species Act Section 7(a)(2) Biological Opinion, and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Seattle District Corps of Engineers Permitting of Fish Passage and Restoration Action in Washington State (FPRP III)." This Scope of Work does not include a formal Biological Evaluation beyond documentation that is required to meet the programmatic Biological Opinion. If a formal assessment is required, it can be added to this Scope of Work via supplement.

Subtasks:

1. Consultant will complete a site visit to document existing conditions required for the BE.
2. Consultant will reference IPaC, NOAA Fisheries list, and PHS Listed Species to compile an up-to-date species list.
3. Consultant will make a species and habitat impact determination.
4. Consultant will complete a draft BA.
5. Consultant will complete a final BA.

Deliverable:

- Draft Biological Assessment.
- Final Biological Assessment

<u>Task 3.2 – Wetland and Stream Assessment Report</u>

USACE and ECY require submittal of a Wetland and Stream Assessment Report (WSAR) detailing wetlands and the stream (Annapolis Creek) as supporting documentation to the Section 404/401 permit applications.

Task Assumptions:

- The Ordinary High-Water Mark (OHWM) and Bankfull Width of the fish-bearing stream will be identified environmental field efforts. Along the interface with marine waters, the Mean Higher High Water (MHHW) and Highest Atmospheric Tide (HAT) developed for the Bay Street Pedestrian Pathway will be incorporated into project documentation.
- The WSAR will document both vicinity wetlands and streams within the project area.
- The WSAR will be used in support of federal aquatic permitting under the Clean Water Act (Section 404 and 401).
- The project corridor is located within the 100-year floodplain for Sinclair Inlet along the

shoreline.

Subtasks:

1. Conduct Literature review.
2. Complete field delineation of OHWM.
3. Prepare flagging map for survey.
4. Prepare draft WSAR for submittal to City.
5. Respond to review comments and prepare Final WSAR.

Deliverables:

- Draft WSAR
- Final WSAR

Task 3.3 – Cultural Resources

The project is state funded and will require cultural and historical review under General Executive Order 21-02.

Tasks:

1. Complete EZ-1 Form for submittal to the Department of Archeological and Historical Preservation

Deliverables:

- EZ-1 Form

Task 4 – Aquatic Permitting

Modification to the existing culvert on Annapolis Creek will require aquatic permit approval under the Clean Water Act, Hydraulic Code of Washington, and City of Port Orchard Shoreline Management Program.

Task 4.1 – Hydraulic Project Approval Application

Task Assumptions:

- Proposed work within the stream channel will require Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW).
- Consultant will apply for HPA via WDFW's online portal (APPS).
- Application for coverage under FHEP will be included in the HPA application.
- Application for FHEP requires a copy of the JARPA to be submitted to the City of Port Orchard

for review and comment to WDFW. The JARPA will be completed under a subsequent task.

Subtasks:

1. Complete on-line HPA application.
2. Attend coordination meetings with WDFW and tribal stakeholders.

Deliverables:

- HPA application.

Task 4.2 Joint Aquatic Resource Project Application (JARPA)

Task Assumptions:

- The placement of fill or excavation within the fish-bearing stream or vicinity wetlands will require a permit from the US Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act.
- The JARPA will be submitted to USACE for application for a Section 404 permit
- The placement of fill material or excavation within the stream or wetland will also require a permit from the Washington State Department of Ecology (ECY) under Section 401 of the Clean Water Act.
- The JARPA will be submitted to ECY for application for a Section 401 permit (Water Quality Certification).
- A Wetland and Stream Assessment Report (WSAR) and Biological Evaluation will be submitted as supporting documentation with the JARPA.
- Consultant will prepare USACE specific design exhibits to support the JARPA Application.

Subtasks:

1. Prepare draft JARPA.
2. Complete USACE Exhibits.
3. Prepare final JARPA based on City comment. Submit to USACE, ECY, and City of Port Orchard.

Deliverables:

- Draft JARPA
- Final JARPA

Task 4.3 – Shoreline Management Program Permitting

Annapolis Creek confluences with Sinclair Inlet in a location where the shoreline is designated as a High Intensity (HI) Shoreline in the City's Shoreline Management Program (SMP). Replacement of the box-culvert under Bay Street will require review under the City's SMP.

Task Assumptions:

- Replacement of the Annapolis Creek Culvert at Bay Street (aka Beach Street) is identified as Restoration Goal #35 in the SMP (Appendix B- Shoreline Restoration Plan).
- Maintenance and restoration of transportation facilities are "permitted" within the High Intensity (HI) designated shorelines. Replacement of the box-culvert is considered restoration of a transportation facility.
- Stream riparian planting plans can be utilized to meet SMP requirements for a Shoreline Mitigation Plan.
- SMP review requires completion of a SEPA Checklist.
- City of Port Orchard utilizes a proprietary Shoreline Application.

Task Descriptions:

1. Prepare Shoreline Permit Application.
2. Prepare SEPA Checklist.

Deliverables:

- Shoreline Application
- SEPA Checklist

Task 5– Geotechnical Investigations

Geotechnical investigation is necessary to determine existing soil conditions necessary for foundation design of the crossing structure.

Task Assumptions:

- GeoEngineers will complete geotechnical investigation as a subconsultant to Consultant.
- Geoengineers will subcontract a private utility locator in addition to completing a public utility notification prior to drilling. Geoengineers will also review as-built drawings of the project area, as available, to identify potential utilities in the area.
- Geoengineers anticipate that preparation of a street use permit and shoreline exemption permit will be required for drilling. We have assumed that permit fees will be waived or reimbursed by the City of Port Orchard.
- A site-specific response spectrum and accompanying earthquake studies are not anticipated to be necessary for this project currently and are not included in this Scope of Work.
- Geoengineers will attend design meetings on as needed basis.
- The boring will be backfilled in accordance with state requirements. Geoengineers will attempt to leave the area as representative as possible for normal daily use when complete. The monitoring well will be constructed with a flush mount monument that can be driven over.
- Drilling spoils will be placed in 55-gallon drums and removed from the site. Geoengineers have assumed that site soil and groundwater conditions are not contaminated. If contamination is encountered, drums will be left on site and additional recommendations on management and

disposal can be made at that time. This Scope of Work does not include disposal of contaminated materials.

- Geoengineers' efforts do not include sampling, testing or support for specialty site-specific contamination handling or remediation.
- Depending on the location of the monitoring well, additional traffic control could be required for subsequent groundwater monitoring visits completed after installation. Additional traffic control is not included in this Scope of Work.

Subconsultant Tasks:

1. Geotechnical Evaluation:
    a. Literature review of previous investigations in vicinity.
    b. Create Subsurface Exploration Program.
    c. Site Visit and Utility markout
    d. Prepare traffic control plans.
    e. Conduct geotechnical borings and install monitoring well
    f. Conduct non-invasive surface wave geophysical survey to measure shear wave velocity
    g. Retrieve groundwater datalogger recordings.
    h. Geotechnical laboratory testing
    i. Geotechnical Laboratory Testing
    j. Geotechnical Support for Design and Reporting
2. Geotechnical Analysis and Design:
    a. Prepare geotechnical recommendations and draft Geotechnical Report.
3. Prepare final Geotechnical Report.
4.

- **Deliverables:**
- Subsurface Exploration Plan.
- Traffic Control Plan.
- Groundwater level data.
- Draft Geotechnical Engineering Report (PDF).
- Final Geotechnical Engineering Report (PDF).

Task 6 – Hydraulic and Geomorphic Reach Assessment

This task consists of conducting a reach assessment of Annapolis Creek to understand and identify the hydraulic, morphologic, and sediment transport processes that will influence the selection of appropriate culvert replacement alternatives. Using project survey and existing LiDAR we will identify the representative slope for the watershed. We will identify potential channel migration, long-term aggradation and degradation. A detailed survey will be completed in the culvert vicinity and reference reach that will include pebble counts and bankfull widths.

Task Assumptions:

- Right of entry will be coordinated by the City.

Tasks:

1. Conduct field work to:
    a. Collect bankfull width measurements.
    b. Pebble count to characterize sediment size distribution in reference reach.
    c. Identify natural and/or human-caused fish passage barriers.
    d. Culvert measurements.
    e. Document observed lateral and longitudinal erosion.
    f. Identification of high-water marks.
    g. Observation and documentation of other relevant information such as existing large wood for the assessment and design of the culvert replacement.
2. Prepare memo documenting findings in a draft Hydraulic and Geomorphic Reach Assessment Memo, submit to City for review.
3. Meet with City to discuss draft memo and findings, including concurrence on representative bankfull width.
4. Address City comments, prepare final Hydraulic and Geomorphic Reach Assessment Memo.

Deliverables:

- Draft Hydraulic and Geomorphic Reach Assessment Memo (PDF).
- Final Hydraulic and Geomorphic Reach Assessment Memo (PDF).

Task 7 – Feasibility and Alternatives Analysis Deliverables

This task consists of completion of the Feasibility and Alternatives Analysis Deliverables as described in Appendix C, Manual 22 of the Fish Barrier Removal Board (FBRB).

Task Assumptions:

- Consultant will utilize the Barrier Correction and Analysis Form for this milestone.
- Consultant will work with the City to develop alternatives for assessment and preparation of cost estimates. For the purposes of the scope of work, it is assumed that up to three (3) alternatives will be developed and assessed.
- Conceptual cost estimates will include cost/impact analysis of full road closure versus construction under traffic of each alternative.
- Conceptual utility layouts and configurations will be developed to illustrate the preferred alternative; however, final utility alignments and locations will be determined by the respective franchise utility owners/providers. Utility Coordination will be pursuant to Task 13 within this scope of work.

Tasks:

1. Develop up to three (3) alternatives for review and discussion with the City.
2. Consultation with RCO Technical Review Team on development of alternatives, and selection of preferred alternative.
3. Perform qualitative alternative assessment based on the following criteria:
    a. Connection to project goals and objectives

   b. Tangible benefit to all targeted species and life stages
   c. Stakeholder comments and community support
   d. Economic feasibility (appropriate cost-to-benefit ratio)
   e. Likelihood of success
   f. Ongoing maintenance requirements
   g. Project sustainability and resilience
4. Develop exhibits for the 3 alternatives and the preferred alternative.
5. Prepare 3 conceptual cost estimates for alternatives.
6. Complete Barrier Correction and Analysis Form, submit form for City review.
7. Meet with City to discuss and resolve comments.
8. Prepare for and participate in presentation to City Transportation Committee.
9. Address and incorporate City comments into Barrier Correction and Analysis Form.
10. Provide Barrier Correction and Analysis Form for City to submit to WDFW/RCO.

Deliverables:

- Barrier Correction and Analysis Form (PDF).
- Presentation to Transportation Committee.

Task 8 – Structural Design

This task consists of completion of structural evaluation, alternative analysis, preliminary structural design, and final structural design.

Task Assumptions:

- Coffman Engineers (Coffman) will provide structural design as a subconsultant to Consultant.
- Coffman will complete the following:
    - Cost estimates.
    - Geometric constraints.
    - Project staging and stage construction requirements.
    - Foundations.
    - Feasibility of construction.
    - Traffic Control/ Maintenance of Traffic evaluation
    - Structural constraints
    - Maintenance.

Subconsultant Tasks:

1. Data collection and analysis of existing data. Conduct one (1) site visit.
2. Inspection of seawall and building foundations.
3. 30% design review and Draft Basis of Design Report
    a. 30% culvert design (plan, elevation and sections)
    b. 30% seawall design (plan, elevation, and sections)
    c. Structural input on 30% Basis of Design report
    d. Develop specification run-list

e. 30% structural estimate
f. Address review comments
g. Collaboration with Skillings and Geoengineers.

4. 60% Design Review
    a. Develop 60% culvert design
        i. General culvert notes
        ii. Plan and elevation
        iii. Culvert section
        iv. Foundation plan
        v. Foundation details
        vi. Framing plan
        vii. Pedestrian railing details
        viii. Miscellaneous culvert details.
    b. Develop 60% seawall design
        i. General seawall notes
        ii. Plan and elevation
        iii. Structural details
        iv. Pedestrian rail
    c. Structural input on Basis of Design report
    d. Develop draft structural specifications
    e. Develop draft bid item list
    f. Develop 60% cost estimate
    g. Address review comments.
5. 90% Design Review
    a. Develop 90% culvert design
        i. General culvert notes
        ii. Plan and elevation
        iii. Culvert section
        iv. Foundation plan
        v. Foundation details
        vi. Framing plan
        vii. Pedestrian railing details
        viii. Miscellaneous culvert details.
    b. Develop 90% seawall design
        i. General seawall notes
        ii. Plan and elevation
        iii. Structural details
        iv. Pedestrian rail
    c. Structural input on Basis of Design report

   d. Develop draft structural specifications
   e. Update draft bid item list
   f. Develop 90% cost estimate
   g. Address review comments.
6. Final (100% Design) Design Package
   a. Develop 100% culvert plans
   b. Structural input on Basis of Design Report
   c. Develop final structural specifications
   d. Final Bid Item list
   e. 100% Structural Cost Estimate
   f. 100% Design documentation including full Plans, specifications and estimate.
7. Structural Project Management
   a. Attend project meeting
   b. Internal coordination

Deliverables:

- Draft Inspection Report
- Final Inspection Report
- 30% Plans for culvert and seawall
- Structural Basis of Design input
- Structural specifications run-list
- 60% Plans for culvert and seawall
- 60% specifications
- 60% Structural estimate
- 90% Plans for culvert and seawall
- 90% specifications
- 90% structural estimate
- 100% plans, specifications and structural estimate.

Task 9 – Design Report (Preliminary Design)

This task consists of completion of the Preliminary Design Report as described in Appendix C, Manual 22 of the Fish Barrier Removal Board (FBRB).

Task Assumptions:

- Consultant will prepare a Design Report for this milestone, in accordance with the format in Appendix C, Manual 22 of the FBRB.
- Alternatives and preferred alternatives will be based on the alternatives developed and assessed in Task 7.

- Hydrologic analysis will utilize USGS Streamstats Climate change factors will use the mean percent change in 100-year flood flows from WDFW Future Projections for Climate-Adapted Culvert Design program.

Tasks:

1. Perform hydrologic analysis, compute flood frequency discharges for existing conditions for Annapolis Creek, including the climate change factored flow.
2. Develop two-dimensional (2D) HEC-RAS hydraulic model of the reach, approximately 300 feet upstream and downstream of the crossing.
3. Evaluate the flow levels and velocities of existing conditions and alternatives.
4. Document results of analysis in draft Preliminary Design Report, submit Preliminary Design Report for City review.
5. Meet with City to discuss and resolve comments.
6. Address and incorporate City comments into Preliminary Design Report.
7. Provide Preliminary Design Report for City to submit to WDFW/RCO.

Deliverables:

- Preliminary Design Report (PDF).

Task 10 – Plans, Specifications, and Estimate (Preliminary Design)

This task consists of the preparation of preliminary design plans (60% plans) of the preferred alternative. Task 10 includes preparation of a preliminary cost estimate with contingency, and preliminary special provisions.

Task Assumptions:

- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- The quantity calculations notebook will be preliminary and will not be sufficient for the final construction cost estimate.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Special provisions will be prepared utilizing WSDOT specifications format, to include City's General Special Provisions (GSPs), if any.
- Stormwater design requirements will follow the 2019 edition of the Department of Ecology's Stormwater Management Manual for Western Washington (2019 SWMMWW) in accordance with City Code 20.150.060 as of January 16, 2026.
- Project is anticipated to only trigger Minimum Requirements 1 – 5.
- Water, power, telecommunication, and sanitary sewer, are present within the project corridor.
- Existing utility conflicts will be evaluated during the 60% design phase. Consultant will provide design for City owned and operated utilities (water), it is assumed that franchise utilities will provide and prepare their own relocation construction documents and relocation contractor.
- 60% Design Plan Sheets are anticipated to include:

60% Design Plan Sheets
Cover with Vicinity Map and Index
Legend and Construction Notes Sheet
Horizontal Control Plan
Site Preparation/Demolition Plans
Roadway Typical Sections
Roadway Plan and Profile Sheets
Stream Plan and Profile Sheets
Culvert Plan, Section and Detail Sheets
Stream Section and Detail Sheets
Planting Plan Sheets
Utility Relocation Plan Sheets
Detour Plan Sheets

Tasks:

1. Prepare design diary.
2. Prepare preliminary stormwater report:
   a. Determine project limits and assess threshold discharge areas (TDA).
   b. Determine area totals for existing pervious and impervious areas, new and replaced surfaces.
   c. Assess applicability of overall Minimum Requirements and individual thresholds for LID.
   d. Select and implement preliminary design of BMPs for LID.
   e. Document findings in preliminary stormwater report.
3. Prepare Traffic Control Plan (TCP) and Maintenance of Traffic (MOT) plan sheets to support construction under traffic.
4. Prepare 60% Plans.
5. Prepare preliminary Quantities Notebook.
6. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
7. Prepare 60% Special Provisions.
8. Assess potential Right-of-Way impacts and/or easement requirements.
9. Submit 60% PS&E for City review.
10. Conduct plan-in-hand site visit with City to review layout, wingwall and easements needs, and determine adjustments (if needed).
11. Meet with City to discuss and resolve comments.
12. Address and incorporate City comments into 60% PS&E.
13. Provide 60% PS&E for City to submit to WDFW/RCO.

Deliverables:

- One (1) set of 60% plans, specifications, and estimate (PDF).
- Preliminary Stormwater Report.
- Quantities Notebook.

Task 11 – Design Report (Final Design)

This task consists of completion of the Final Design Report, addressing comments received from WDFW/RCO Technical Review Team, as described in Appendix C, Manual 22 of the Fish Barrier Removal Board (FBRB).

Task Assumptions:

- There will be one round of review, comment resolution, and comment incorporation of the Preliminary Design Report by WDFW/RCO Technical Review Team, with one set of consolidated comments.

Tasks:

1. Review WDFW/RCO Technical Review Team comments, provide initial comment responses to City.
2. Meet with City to discuss comments.
3. Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.
4. Address and incorporate comments into Final Design Report.
5. Provide Final Design Report for City to submit to WDFW/RCO.

Deliverables:

- Final Design Report (PDF).

Task 12 – Plans, Specifications, and Estimate (Final Design)

This task consists of addressing comments from City, WDFW/RCO Technical Review Team, and advancing the Preliminary Design Plans to Final Design Plans (100% plans) for the preferred alternative.

Task Assumptions:

- There will be one round of review, comment resolution, and comment incorporation of the 60% PS&E by WDFW/RCO Technical Review Team, with one set of consolidated comments.
- Preparation of a Contract Bid Package for bid advertisement is not included in the scope of work.

Tasks:

1. Review WDFW/RCO Technical Review Team comments on 60% PS&E, provide initial comment responses to City.
2. Meet with City to discuss comments.
3. Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.
4. Address and incorporate comments into 100% PS&E.
5. Prepare final stormwater report:
   a. Finalize stormwater report based on 100% design.
6. Prepare 100% level of plans as noted above.
7. Update Quantities Notebook to 100% level.

8. Update Engineer's Estimate of Probable Cost to Construct to 100% level.
9. Update Special Provisions to 100% level.
10. Submit 100% PS&E for City review.
11. Meet with City to discuss and resolve comments.
12. Address and incorporate City comments into 100% PS&E.
13. Provide 100% PS&E for City to submit to WDFW/RCO.
14. Review WDFW/RCO Technical Review Team comments on 100% PS&E, provide initial comment responses to City.
15. Meet with City to discuss comments.
16. Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.
17. Address and incorporate comments into Ad-Ready PS&E.

Deliverables:

- One (1) set of 100% plans, specifications, and estimate (PDF).
- One (1) set of Ad-Ready plans, specifications, and estimate (PDF).
- Final Stormwater Report.
- Quantities Notebook.

Task 13 – Utility Coordination

This task provides utility coordination for impacted utilities within the project limits. Overhead and underground power, telecommunication lines, water, and sewer utilities are located within the project corridor. Proposed design does not appear to require permanent relocation of overhead power/telecom. However, overhead utilities will likely be in conflict during construction, requiring coordination with the power and telecom purveyors for short-term line drops during structure installation. Skillings will prepare water and sewer relocations, coordination, and design in coordination with the City.

Task Assumptions:

- Aerial utilities and utility poles will not require permanent relocation.
- Franchise utilities impacted will provide their own design for conflict resolution.
- The City will provide franchise agreements for each impacted utility.
- If available, the City will provide utility contact information for each impacted utility.
- Utility coordination meetings are assumed to have four meetings with each impacted utility for a duration of one hour each meeting with two Consultant staff members present. Should additional meetings be deemed necessary, the additional meetings will be billed on a time and material basis.
- As described in Task 7, Skillings will develop a set of alternatives for evaluation by the City. For each impacted utility, Skillings will prepare conceptual utility layouts and configurations to support assessment of potential relocation strategies. These conceptual exhibits will be used to facilitate coordination and obtain preliminary input from franchise utility providers. Final decisions regarding utility alignments, design criteria, and relocation requirements will remain solely with the respective utility owners.
- Potholing coordination will include 1 Skillings staff member to perform on-site observation of

potholing efforts. Potholing vendor will apply for applicable permits.

- Skillings makes no guarantees or warranties regarding the timeliness, performance, or actions of any third-party utility providers.

Tasks:

1. Establish Utility Contacts List.
2. Prepare utility conceptual exhibits to support Task 7
3. Potholing coordination and onsite potholing observation
4. Prepare and maintain utility coordination and resolution schedule.
5. Prepare an exhibit for each impacted utility of potential conflict.
6. Utility coordination meetings.
7. Prepare utility coordination meeting minutes.
8. Review of utility owner prepared design.
9. Incorporate franchise utility provided design into plan set.
10. Prepare Utility Action Plans

Deliverables:

- Utility Contact List
- Utility Coordination Schedule
- Exhibit of impacted utilities
- Utility coordination meeting agenda
- Utility coordination meeting minutes
- Utility Action Plans

Task 14 – Right of Way

This task provides coordination for right-of-way (ROW) activities. This includes permanent and temporary acquisition.

Task Assumptions:

- Commonstreet will provide ROW services for this project as a subconsultant to Consultant.
- The ROW and Construction phases of the project do not have federal funding and no WSDOT ROW Certification will be required.
- The project has funding from the Brian Abbott Fish Barrier Removal Board (administered jointly by WDFW and RCO).
- The City will provide a ROW Plan showing proposed acquisition areas and size.
- The City requires no more than four (4) partial acquisitions consisting of up to four (4) TEs and one (1) PE.
- The City requires up to ten (10) Right of Entry for surveying and additional project-related work.
- If it is determined the City requires fee acquisitions on any of the parcels, this will require additional scope and fee.
- There are no full acquisitions.

- No design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions and exhibit drawings suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.
- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required. If it is determined occupants and/or personal property are displaced (requiring relocation services), this will require additional scope and fee.
- The City will provide ROW document templates or Commonstreet will utilize WSDOT Local Public Agency templates and provide to the City for review and approval. Revisions will be limited to no more than two rounds of review prior to City approval
- Once offer package templates are approved by the City, no changes will be made
- No more than four (4) Waiver Valuations will be required.
- If impacted improvements or estimated values or property owner request make waiver valuations ineligible, an appraisal and appraisal review will be completed. Appraisal and appraisal reviews will require additional scope and fee.
- Commonstreet will order no more than four (4) title reports for partial acquisitions. If title reports are required for additional parcels, this will require additional scope and fee.
- The City will pay directly to the title company all expenses for title commitments, recording ees, escrow services, and title insurance.
- Commonstreet will NOT order title reports for parcels where Rights of Entry are requested. If title reports are required for parcels where Rights of Entry to requested, this will require additional scope and fee.

Subconsultant Tasks:

1. **ROW Project Management and Administration**
   - Prepare for and attend early design development meetings as requested by the City or the project team;
   - Provide pre-acquisition services as requested by the City or project team to support early design development;
   - Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders; Oversight of preliminary ROW activities to comply with WDFW and RCO requirements;
   - Provide written and oral status updates on right of way activities;
   - Provide oversight to all aspects of the right of way program;
   - Review City's approved Right of Way Procedures;
   - Develop and execute the Right of Way program in compliance with state law, Uniform Act, WDFW, RCO, and WSDOT requirements;
   - Provide oversight of ROW activities to comply with BAFBRB requirements;
   - Maintain quality control/quality assurance protocols in the execution of the right of way tasks;
   - Coordinate title reviews.

2. **Acquisition Services**
   - Create WDFW and RCO-compliant project files for each parcel;
   - Request the City order new and/or updates to existing title commitments;
   - Produce templates approved by City to draft offer packages;
   - Prepare offer packages;
   - Edit documents during negotiations to memorialize agreements reached by the City;
   - Review of all valuation and compensation data;
   - QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
   - Prepare, deliver, and present offer packages;
   - Negotiate settlements and draft justification memos when necessary;
   - If amicable settlements not approved by City, prepare and submit a condemnation package;
   - Coordinate the development of DV/Just Compensation approved by the City.
3. **Project and File Close Out**
   - Collaborate with City during closing, payment, and recording processes;
   - Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment, and closing data along with recorded conveyance documents and closing of files;
   - Address any items brought forth by WDFW and/or RCO;
   - Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.

Deliverables:

- Up to four (4) Waiver Valuations;
- Determinations of value/Just Compensation for approval by City;
- Written and oral status updates on right of way activities as requested.
- Up to four (4) Title Review Summaries;
- Up to four (4) clearance/exception reports for approval by City;
- Integration of valuations into offer packages;
- Up to four (4) offer packages for approval by City;
- Up to ten (10) Right of Entry documents for approval by City;
- Provide original conveyance documents for up to four (4) parcels to the City for recording.
- Up to four (4) parcel files to City in electronic format.
- Real Property Vouchers and W-9 forms authorizing payment by the City.

END SCOPE OF WORK

EXHIBIT B-1

CONSULTANT COST COMPUTATION – MAN-HOURS

City of Port Orchard Annapolis Creek Fish Passage #25164		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	UTILITIES MANAGER	STAFF SCIENTIST	TECHNICIAN	PROFESSIONAL LAND SURVEYOR	PROJECT SURVEYOR	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**													
1	**Project Administration and Management**													
1	Prepare a project management plan, communications plan, master deliverables list, and schedule with updates.	4	24							12				
2	Provide invoices with project update reports and earned value reports.	4	12											24
3	Provide Quality Management Plan, conduct QA/QC of all documents being formally submitted to City.	40	60	60										
4	In-house coordination	24	60	40										
5	Coordination with subconsultants.		30	30						10				

6	Bi-weekly progress meetings and correspondence with City.		18	18	18									
2	**Topographic Survey**													
2.1	Project setup													
1	Field to finish setup and utility locate request.												4	
2	On-site task to mark field locates.												4	
2.2	Survey Control Research													
1	Research existing survey control and survey monuments related to the rights-of-way and parcel lines.								4	10				
2	Review existing parcel information for lot and right of way determination.								6	8				
2.3	Establish Survey Control													
1	Establish survey control using a combination of Real Time Kinematic (RTK), and conventional survey methods in													

	accordance with industry standards.													
a	Perform a field survey to establish horizontal and vertical survey control.								4	6		10		
b	Evaluate survey control and adjust accordingly.									6				
c	Recover existing survey monuments relevant to the re-establishment of existing right of way lines and parcel lines.											10		
d	Calculate existing right of way lines and parcel lines in AutoCAD digital survey control map.									20				
2.4	Topgraphic Survey													
1	Field Topographic Survey as shown in Attachment 2 Survey Limits								10		10	40		
2.5	Topgraphic Basemap													
1	Download and backup survey data daily.									9				

2	Compile survey data into digital AutoCAD (Civil 3D) base map.									4			40	
3	Draft topographic survey map at 1” = 20’ scale.								4	20			20	
4	Field check topographic survey map.		4	4										
5	Update topographic survey map based on field edits.								1	9			9	
2.6	Utility Pothole Survey													
1	Provide on-site observation of potholing efforts				8									
2	Conduct or record measure down of identified utility during pothole services.				1									
3	Survey the pothole locations after potholing has occurred.											10		
4	Update survey basemap with utility data, pothole locations, and depths.								1	6				
2.7	Easement Preparation													

1	Prepare Legal description and exhibit map for permanent easement.								5	10				
2	Prepare Legal description and exhibit map for temporary easements.								20	40				
3	**Environmental Documentation and Permitting**													
3.1	Biological Evaluation													
1	Consultant will complete a site visit to document existing conditions required for the BE.						8							
2	Consultant will reference IPaC, NOAA Fisheries list, and PHS Listed Species to compile an up-to-date species list.						4							
3	Consultant will make a species and habitat impact determination.		1				4							
4	Consultant will complete a draft BA.		4				80							
5	Consultant will complete a final BA.		4				24							
3.2	Wetland and Stream Assessment Report													

1	Conduct Literature review.						4							
2	Complete field delineation of OHWM.		1				18							
3	Prepare flagging map for survey.						2							
4	Prepare draft WSAR for submittal to City.		4				60							
5	Respond to review comments and prepare Final WSAR.		1				18							
3.3	Cultural Resources													
1	Complete EZ-1 Form for submittal to the Department of Archaeology and Historic Preservation.						9							
4	**Aquatic Permitting**													
4.1	Hydraulic Project Approval													
1	Complete on-line HPA application.						9							

2	Attend coordination meetings with WDFW and tribal stakeholders.		6				6							
4.2	Joint Aquatic Resource Permit Application													
1	Prepare draft JARPA						9							
2	Complete USACE Exhibits		1				4	18						
3	Prepare final JARPA based on City comment. Submit to USACE, ECY, and City of Port Orchard.		1				2	9						
4.3	Shoreline Management Program Permitting													
1	Prepare Shoreline Permit Application.						9							
2	Prepare SEPA Checklist.		1				2	9						
5	**Geotechnical Investigation**													

6	**Hydraulic and Geomorphic Assessment**													
1	Conduct field work to:													
a	Collect bankfull width measurements.			2			2							
b	Pebble count to characterize sediment size distribution in reference reach.			2			4							
c	Identify natural and/or manmade fish passage barriers.			2			2							
d	Culvert measurements.			2			2							
e	Document observed lateral and longitudinal erosion.			2			2							
f	Identification of high-water marks.			2			2							
g	Observation and documentation of other relevant information such as existing large wood for the assessment and design of the culvert replacement.			2			4							

2	Prepare memo documenting findings in a draft Hydraulic and Geomorphic Reach Assessment Memo, submit to City for review.		2	2			12							
3	Meet with City to discuss draft memo and findings, including concurrence on representative bankfull width.		1	1										
4	Address City comments, prepare final Hydraulic and Geomorphic Reach Assessment Memo.			1			4							
7	**Feasibility and Alternative Analysis**													
1	Develop 3 alternatives	6		8	24	8		16						
2	Consult with RCO technical review team		4	4										
3	Perform qualitative alternative assessment			8	18									
4	Develop exhibits for 3 alternatives			4	10			10						
5	Prepare Estimate for 3 alternatives			4	10									

6	Complete Barrier Correction Form			4										
7	Meet with City to resolve comments		2	2										
8	Prepare for and present to City Transportation Committee		4	4										
9	Incorporate City comments into Barrier Correction Form			4	4									
10	Submit Barrier Correction Form to City				2									
8	**Structural Design**													
9	**Design Report (Preliminary Design)**													
1	Perform hydrologic analysis, compute flood frequency discharges for existing conditions for Annapolis Creek, including the climate change factored flow.			10	20									

2	Develop two-dimensional (2D) HEC-RAS hydraulic model of the reach			20	40									
3	Evaluate the flow levels and velocities of existing conditions and alternatives.			10	20									
4	Document results of analysis in draft Preliminary Design Report, submit Preliminary Design Report for City review.			16	32									
5	Meet with City to discuss and resolve comments.		2	2										
6	Address and incorporate City comments into Preliminary Design Report.			8	24									
7	Provide Preliminary Design Report for City to submit to WDFW/RCO.				2									
10	**Plans, Specifications and Estimate (Preliminary Design)**													
1	Prepare design diary.			2	2									
2	Prepare preliminary stormwater report:													

a	Determine project limits and assess threshold discharge areas (TDA).			2	2			2						
b	Determine area totals for existing pervious and impervious areas, new and replaced surfaces.			2	4			4						
c	Assess applicability of overall Minimum Requirements and individual thresholds for LID.				2									
d	Select and implement preliminary design of BMPs for LID.			2	4									
e	Document findings in preliminary stormwater report.			4	18			4						
3	Prepare Traffic Control Plan (TCP) and Maintenance of Traffic (MOT) plan sheets to support construction under traffic.			4	20			20						
4	Prepare 60% Plans.			40	80			60						
5	Prepare preliminary Quantities Notebook.			2	8									
6	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2	8									

7	Prepare 60% Special Provisions.			20										
8	Assess potential Right-of-Way impacts and/or easement requirements.			4										
9	Submit 60% PS&E for City review.				2									
10	Conduct plan-in-hand site visit with City to review layout, wingwall and easements needs, and determine adjustments (if needed).		5	5										
11	Meet with City to discuss and resolve comments.		2	2										
12	Address and incorporate City comments into 60% PS&E.			4	10			10						
13	Provide 60% PS&E for City to submit to WDFW/RCO.				2									
11	**Design Report (Final Design)**													
1	Review WDFW/RCO Technical Review Team comments, provide initial comment responses to City.		2	2	4									

2	Meet with City to discuss comments.		2	2										
3	Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.		2	2										
4	Address and incorporate comments into Final Design Report.			2	20									
5	Provide Final Design Report for City to submit to WDFW/RCO.				2									
12	**Plans, Specifications and Estimate (Final Design)**													
1	Review WDFW/RCO Technical Review Team comments on 60% PS&E, provide initial comment responses to City.		2	2										
2	Meet with City to discuss comments.		1	1										
3	Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.		1	1										
4	Address and incorporate comments into 100% PS&E.			4	10			10						
5	Prepare final stormwater report:													

a	Finalize stormwater report based on 100% design.			2	10			10						
6	Prepare 100% level of plans as noted above.			30	60			60						
7	Update Quantities Notebook to 100% level.			2	4									
8	Update Engineer's Estimate of Probable Cost to Construct to 100% level.			2	4									
9	Update Special Provisions to 100% level.			10										
10	Submit 100% PS&E for City review.				2									
11	Meet with City to discuss and resolve comments.		2	2										
12	Address and incorporate City comments into 100% PS&E.			8	16			16						
13	Provide 100% PS&E for City to submit to WDFW/RCO.				1									
14	Review WDFW/RCO Technical Review Team comments on 100% PS&E, provide initial comment responses to City.		2	2										

15	Meet with City to discuss comments.		1	1										
16	Conduct comment resolution meeting with City and WDFW/RCO Technical Review Team.		1	1										
17	Address and incorporate comments into Ad-Ready PS&E.			10	10			10						
13	**Utility Coordination**													
1	Establish Utility Contacts List.					2		2						
2	Prepare Utility Conceptual Exhibits					4		16						
3	Potholing coordination and onsite potholing observation					4		10						
4	Prepare and maintain utility coordination and resolution schedule.					8								
5	Prepare an exhibit for each impacted utility of potential conflict.					8		24						
6	Utility coordination meetings.					12		12						

7	Prepare utility coordination meeting minutes.					4		8						
8	Review of utility owner prepared design.					4		8						
9	Incorporate Franchise Utility provided design into plan set.					2		16						
10	Prepare Utility Action Plans	2				8		16						
14	**Right-of-Way**													
	HOURS PER DISCIPLINE	80	270	459	538	64	306	380	55	170	10	70	77	24

EXHIBIT B-2

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):						
Classification	Man Hours	x	Rate	=	Cost	
PRINCIPAL-IN-CHARGE	80	x	$319.00	=	$25,520.00	
PROJECT MANAGER	270	x	$294.00	=	$79,380.00	
PROJECT ENGINEER	459	x	$283.00	=	$129,897.00	
ENGINEER	538	x	$156.00	=	$83,928.00	
UTILITIES MANAGER	64	x	$273.00	=	$17,472.00	
STAFF SCIENTIST	306	x	$106.00	=	$32,436.00	
TECHNICIAN	380	x	$148.00	=	$56,240.00	
PROFESSIONAL LAND SURVEYOR	55	x	$195.00	=	$10,725.00	
PROJECT SURVEYOR	170	x	$148.00	=	$25,160.00	
SURVEY PARTY CHIEF	10	x	$130.00	=	$1,300.00	
2 MAN SURVEY CREW	70	x	$220.00	=	$15,400.00	
SURVEY TECHNICIAN	77	x	$126.00	=	$9,702.00	
PROJECT ADMINISTRATOR	24	x	$178.00	=	$4,272.00	
Total Hours =	2503				**Total NHR =**	$491,432.00
REIMBURSABLES:						
Mileage	1,200	x	$0.700	=	$840.00	
Miscellaneous Expenses	$1,700.00	x	0%	=	$1,700.00	
					Total Expenses=	$2,540.00
SUBCONSULTANT COST (See Exhibit E):						
Geoengineers	$74,900.00	x	5%	=	$78,645.00	
Coffman	$86,852.65	x	5%	=	$91,195.28	
Commonstreet	$52,837.00	x	5%	=	$55,478.85	
Potholing Vendor	$15,000.00	x	5%	=	$15,750.00	
					Total Subconsultants =	$241,069.13
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):						
					Sub Total =	$735,041.13
GRAND TOTAL						
			GRAND TOTAL	=		**$735,041**

PREPARED BY: Patrick Skillings, PMP **DATE:** 1/29/2026

REVIEWED BY: Ian Lee, PE **DATE:** 1/29/2026

EXHIBIT B-3
EXPENSE SUMMARY

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			$0.00
2	Auto Rental	Each			$0.00
3	Lodging	Day			$0.00
4	Per Diem-Meal	Day			$0.00
5	Photocopies - Blk & White	Each		$0.10	$0.00
6	Photocopies - Color	Each		$0.35	$0.00
7	Half Sized Prints	Each		$0.50	$0.00
8	Full Sized Prints	Each		$6.00	$0.00
9	Postage	Month			$0.00
10	Shipping	Month			$0.00
11	FAXs	Each			$0.00
12	Miscellaneous Project Costs	Month	12	$100.00	$1,200.00
13	Miscellaneous Survey Costs	Estimated	1	$500.00	$500.00
14	InRoads Software	Month-No of years		$950.00	$0.00
15	Traffic Control	Estimated			$0.00
		Total Miscellaneous Expenses			**$1,700.00**
	Mileage	Per Mile	1200	0.700	$840.00
		100 RT Min - Per Trip			
		Total Expenses			**$2,540.00**

Tattoos by
Dillon Irwin
The Pro
Salon & B
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arning Center
Bay St
BayStreet
Storage
Arnold Ave E

GeoEngineers
1145 Broadway, Suite 300
Tacoma, Washington 98402
253.383.4940

January 29, 2026

Skillings, Inc.
5016 Lacey Boulevard SE
Lacey, Washington 98503

Attention: Patrick Skillings

Subject: Proposal
Geotechnical Engineering Services
Annapolis Creek Fish Passage
Port Orchard, Washington
File No. 12309-027-00

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal for geotechnical engineering services in support of the City of Port Orchard (City) – Annapolis Fish Passage project. The project site is located where Annapolis Creek flows below Bay Street, approximately 100 feet west of the intersection of Bay Street and Arnold Avenue East in Port Orchard, Washington. Our project understanding and proposed scope of services is based on our review of request for qualifications (RFQ) documents for the project and our communications with you. GeoEngineers has also previously worked in the project area including preparation of the following reports:

- Geotechnical Engineering Services Report titled "Annapolis Creek Culvert Replacement" dated December 21, 2018 (2018 Report). Our 2018 Report was prepared for the same overall project, as this current study, and included completion of subsurface explorations (drilled borings) near the Annapolis Creek Crossing to support design at that time.
- Geotechnical Engineering Services Report titled "City of Port Orchard – Bay Street Pedestrian Pathway Project, Segments 6 to 11 inches dated April 5, 2024 (2024 Report). Our 2024 report included completion of subsurface explorations (drilled borings) in the vicinity of this project.

We understand that the City plans to replace the existing culvert that carries Annapolis Creek below Bay Street with a new fish passable structure consisting of either an open box culvert or a bridge. It is our understanding that primary design procedures will follow criteria in general accordance with the 2024 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications (10th Edition).

Purpose and Scope of Services

The purpose of our services is to review and incorporate existing subsurface information near the site and perform limited additional geotechnical explorations to characterize soil and groundwater conditions for project design. Our 2018 Report included completion of two (2) drilled borings near the Annapolis Creek crossing. We will review and reference these borings in our analysis for the current project; however, we have budgeted to complete one (1) additional drilled boring, converted to a well, at the site that will supplement information provided in the existing borings. In addition, updated seismic design information will be established in accordance with current seismic criteria. We propose the following two (2) tasks as summarized below:

- Task 100 – Project Management, Document Review, Geotechnical Explorations and Laboratory Testing
- Task 200 – Geotechnical Analyses, Reporting and Consultation

TASK 100 SERVICES

As part of our Task 100 services, we plan to complete a supplemental geotechnical exploration consisting of one (1) drilled boring (converted to a well) and arrange for subcontracted geophysical survey testing to determine project shear wave velocity profile(s) and provide refined/code-directed seismic design parameters for the project. Our proposed scope of services for Task 100 includes the following:

1. Provide on-going project management including review of existing readily available subsurface information near the site (including our 2018 and 2024 Reports), site published geology, geologically hazardous critical areas and concepts of initial design alternatives. The results of our review will inform our subsurface exploration program, including the exploration location, depth, sampling methods and laboratory testing.
2. Prepare for and plan a geotechnical exploration program for the project, to be reviewed by project stakeholders. This will include exploration layout and coordination of City-required permits. Based on our experience in the project area, we anticipate that a right-of-way permit and a shoreline exemption permit will be required. We assume that the permit fees will be waived or reimbursed by the City of Port Orchard.
3. Visit the site to evaluate site access and mark the proposed exploration location for the public utility locate. We will provide a map of the proposed exploration location to the project team for review and comment prior to selecting the final location. In addition to the public utility locate, we have budgeted to subcontract a private locator to complete additional investigation and clearance of potential existing utilities near the proposed exploration.
4. Subcontract a registered traffic control plan designer to develop traffic control plans to support the proposed exploration program. Traffic control plans will be submitted to the City of Port Orchard as part of the right-of-way permit application. There may be an opportunity to reduce or eliminate these efforts should the City of Port Orchard be able to coordinate street closures and other traffic control elements.

5. Explore subsurface conditions at the site by advancing one (1) boring near or within Bay Street. The boring will be completed using drilling equipment under subcontract to GeoEngineers. We anticipate that the boring will be advanced to a depth up to about 80 feet below existing ground surface (bgs) using hollow stem auger and/or mud rotary drilling techniques. We have budgeted to complete the boring as a 25-foot-deep, flush mounted monitoring well equipped with an electronic data logger. We assume the boring and well installation can be completed in two standard working days on site.
6. Conduct a non-invasive surface wave geophysical survey to measure the shear wave velocity at the site and determine the project site class. This will include mobilization of subcontracted equipment and operators to the site. This is a non-destructive test, mostly involving a small truck, instrumentation and wiring. This event will either require no traffic control or will be completed during any street closures in conjunction with our boring.
7. Retrieve groundwater data from the data logger installed in the monitoring well. We have budgeted to visit the site to retrieve groundwater data on three (3) occasions and perform follow-up data processing to estimate water levels at the site during the monitored intervals.
8. Conduct geotechnical laboratory testing on selected soil samples obtained from the boring. We anticipate laboratory testing may include particle-size gradation analyses, one-dimensional consolidation tests, Atterberg Limits determinations, triaxial compression tests and moisture content determinations.
9. Prepare draft project site figures and boring logs, including a site map and project cross section(s). We anticipate these will be available for initial review and discussion during preliminary design.

TASK 200 SERVICES

Our Task 200 services will include geotechnical analyses and reporting based on the results from our document review and subsurface exploration program. This task also includes project team correspondence such as on-going consultation and team meetings.

1. Describe site conditions including our interpretation of subsurface soil and groundwater conditions based on results of our review, exploration program and geotechnical laboratory analysis.
2. Comment on seismic hazards and provide seismic design parameters in accordance with AASHTO LRFD methodology. If our exploration indicates potentially liquefiable soils are present at the site, we will provide estimates of liquefaction-induced settlement, reduced soil strength parameters and estimated downdrag forces on below-grade structures and foundations.
3. Develop recommendations for foundation support of the proposed structure. We expect that the new bridge will either be supported on shallow spread foundations or on driven pile/drilled shaft foundations. Based on anticipated subsurface conditions at the site, we will discuss foundation support options with the project team and determine the preferred foundation type. We will develop geotechnical design recommendations for the selected foundation type which could include:
    a. Recommendations for shallow spread foundations: bearing pressure, settlement estimates, lateral resistance values and bearing surface preparation recommendations,
    b. Recommendations for driven pile or drilled shaft foundations: axial and uplift resistance, settlement estimates, soil properties for lateral analyses to be completed by others, installation considerations.

4. Provide recommended active, passive and at-rest lateral earth pressures for retaining walls, abutment walls and below-grade elements. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
5. Complete slope stability analyses considering the foundations and approach embankments/abutments, as applicable.
6. Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent slopes, estimated stripping and clearing depths, subgrade preparation, fill placement and compaction requirements, suitability of on-site material for use as structural fill, import fill requirements, wet weather considerations, groundwater handling and site drainage.
7. Provide layer thickness recommendations for asphalt concrete, Portland cement concrete pavement and permeable pavement sections. We will include typical pavement sections and subgrade preparation requirements for heavy and light traffic areas based on our experience.
8. Prepare a geotechnical report (draft and final) presenting our findings, conclusions and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.
9. Prepare an addendum report, as necessary, that provides the results of follow-up groundwater data obtained from the monitoring well.
10. Provide ongoing consultation during design including attendance in project team meetings. We have budgeted for up to eight (8) hours of Associate time and ten (10) hours of Senior Engineer time for this task.

Assumptions and Other Considerations

- We will subcontract a private utility locator in addition to completing a public utility notification prior to drilling. We will also review as-built drawings of the project area, as available, to identify potential utilities in the area.
- We anticipate that preparation of a street use permit and shoreline exemption permit will be required for drilling. We have assumed that permit fees will be waived or reimbursed by the City of Port Orchard.
- A site-specific response analysis and accompanying detailed earthquake studies are not anticipated to be necessary for this project at this time.
- We do not anticipate, nor have we budgeted, that we will attend every design meeting, and as such, it is possible that additional meetings could require a change in our scope and budget.
- The boring will be backfilled in accordance with state requirements. We will attempt to leave the area as representative as possible for normal daily use when complete. The monitoring well will be constructed with a flush mount monument that can be driven over.
- Drilling spoils will be placed in 55-gallon drums and removed from the site. We have assumed that site soil and groundwater conditions are not contaminated. If obvious signs of contamination are observed during drilling, we will temporarily halt drilling and contact the project team for further direction. If it is determined that drilling can proceed, the drums will be left on site and additional recommendations on management and disposal can be made at that time. We have not budgeted to assist with or dispose of contaminated materials.

- Our scoped efforts do not include sampling, testing or support for specialty site-specific contamination handling or remediation. We can provide these services, if required and upon request.
- Depending on the location of the monitoring well, additional traffic control could be required for subsequent groundwater monitoring visits completed after installation. We have not included these traffic control efforts at this time.

Terms, Fee Estimate and Schedule

Based on current subcontractor schedules, we estimate the drilling and geophysics survey can be completed within about four to six weeks of authorization; however, the exploration schedule will also depend on the duration of the permitting process. We can start the permitting process immediately, depending on project schedule. We anticipate drilling activities can be completed in less than two (2) working days on site. The geophysics survey should take about one (1) working day on site. Laboratory work will typically take about 2 to 3 weeks to complete after drilling. We expect that our draft geotechnical report can be completed about 4 to 6 after the subsurface exploration program is completed. We can provide preliminary information to the project team shortly after completing the exploration program and prior to our draft geotechnical report upon request. We can discuss modifications to this schedule if desired.

We anticipate our services will be provided under mutually agreed upon terms and conditions between Skillings and GeoEngineers. We understand that the agreement will reference the prime agreement between Skillings and the City of Port Orchard, as negotiated for this specific project. We request to review the terms, including the prime agreement. Typically, review by council can take up to two or three days.

Our scope of services will be provided on a time-and-expense basis in accordance with the attached Schedule of Charges, which also forms a part of this proposal. A breakdown of costs is provided in the table below, along with an estimated project total. We will not exceed the estimated total fee unless a change in our scope of services is required. We will inform you of any fee changes and obtain your permission prior to increasing our budget.

TABLE 1. FEE ESTIMATE

DESCRIPTION OF SERVICES	ESTIMATED FEE
Task 100 – Project Management and Document Review, Geotechnical Explorations and Laboratory Testing	
Project Management, Document Review and Exploration Planning Including Permit Coordination	$6,600
Geotechnical Field Work Including Public Utility Locate (½ day), Drilling (2 days), Vehicle Mileage and Field Equipment	$5,300
Geotechnical Laboratory Testing	$2,300
Groundwater Monitoring (Three ½-day Site Visits), Vehicle Mileage, and Data Processing	$3,200
Subcontracted Services (Private Utility Locate, Traffic Control, Drilling, and Geophysical Survey)	$26,600
Estimated Subtotal Task 100	***$44,000***

DESCRIPTION OF SERVICES	ESTIMATED FEE
Task 200 – Geotechnical Analyses, Reporting and Consultation	
Geotechnical Engineering Analyses	$12,700
Reporting (Draft and Final Geotechnical Report and Groundwater Addendum)	$12,300
On-Going Team Correspondence, Meetings, and Consultation	$5,900
Estimated Subtotal Task 200	***$30,900***
Total Estimated Budget (Tasks 100 and 200)	**$74,900**

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call if you have any questions regarding the scope of services or other aspects of this proposal.

Sincerely,
GeoEngineers, Inc.

Clinton J. Lindgren, PE
Senior Geotechnical Engineer

Dennis "DJ" Thompson, PE
Associate Geotechnical Engineer

CJL:DJT:atk

Attachment:
Schedule of Charges – Standard 2026

One copy submitted electronically

Schedule of Charges - 2026

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	$	158/hour
Staff 1 Engineer	$	166/hour
Staff 2 Scientist	$	180/hour
Staff 2 Engineer	$	188/hour
Staff 3 Scientist	$	206/hour
Staff 3 Engineer	$	214/hour
Project Scientist 1	$	235/hour
Project Engineer 1	$	245/hour
Project Scientist 2	$	245/hour
Project Engineer 2	$	250/hour
Senior Engineer/Scientist 1	$	275/hour
Senior Engineer/Scientist 2	$	298/hour
Associate	$	315/hour
Principal	$	350/hour
Senior Principal	$	375/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	$	110/hour
Administrator 2	$	128/hour
Administrator 3	$	144/hour
CAD Technician	$	145/hour
CAD Designer	$	167/hour
Senior CAD Designer	$	194/hour
GIS Analyst	$	179/hour
Senior GIS Analyst	$	195/hour
GIS Coordinator	$	217/hour
*Technician	$	130/hour
*Senior Technician	$	158/hour
*Lead Technician	$	166/hour
Environmental Database Manager	$	245/hour
Health and Safety Specialist	$	156/hour
Health and Safety Manager	$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	$	210.00
Air Sparging Field Test, per Day	$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	$	110.00
Asbestos Sample Kit, Each	$	30.00
Blastmate, per Day	$	120.00
D&M Sampler, per Day	$	150.00
DO (Dissolved Oxygen) Kit, Each	$	25.00
Dynamic Cone Penetrometer, per Day	$	45.00
E-Tape (Electric Tape), per Day	$	35.00
Electric Density Gauge, per Day	$	110.00
Electric Density Gauge, per Week	$	430.00
Electric Density Gauge, per Month	$	1,400.00
Environmental Exploration Equipment, per Day	$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	$	55.00
Field Tablet, per Week	$	200.00
Field Tablet, per Month	$	750.00
Field Tablet with Cellular, per Day	$	75.00
Field Tablet with Cellular, per Week	$	300.00
Field Tablet with Cellular, per Month	$	1,000.00
Field Gear / Reconnaissance, per Day	$	55.00
Gas Detection Meters, per Day	$	105.00
Generator, per Day	$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	$	220.00
Hand Auger, per Day	$	100.00
Inclinometer Probe, per Day, 1 Day minimum	$	210.00
Interface Probe, per Day	$	65.00
Iron Test Kit, Each	$	25.00
Laser Level, per Day	$	60.00
Low Flow Groundwater Sampling Equipment, per Day	$	235.00
Multiparameter Water Quality Meter, per Day	$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	$	15.00
Peristaltic Pump, per Day	$	50.00
pH Probe,/Meter per Day	$	20.00
PID, FID or OVA, per Day	$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	$	700.00
Saximeter, per Day	$	60.00
Scuba Diving Gear, per Day/per Diver	$	700.00
Shallow Soil Exploration Equipment, per Day	$	60.00
Soil Field Screening Equipment, per Day	$	20.00
Soil Sample Kit, Each	$	20.00
Steam Flow Meter, per Day	$	20.00
Strain Gauge Readout Equipment, per Day	$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	$	50.00
Surface Water Quality Monitoring Equipment, per Day	$	50.00
Turbidity Meter, per Day	$	50.00
Vehicle usage, per Mile, or $30/half-day, whichever is greater	$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

City of Port Orchard
Annapolis Creek Culvert Replacement
Structural Design
December 19, 2025

Scope of Work:

Task 1 – Data Collection and Analysis of Existing Data

Structural

- (1) Site visit to review sites
- Review of field collected data including geotechnical, hydraulics and survey
- Review of existing bridge/culvert inspection reports and existing drawings (as available)

Assumptions:

- Site visit will be coordinated with City, Skillings and Bridge team. Site visit effort assumes (1) Coffman employee will be in attendance

Task 2 – Inspection of Seawall and Building foundation wall

Structural

- A site inspection, by Coffman will be performed on the seawall and the adjacent building foundation wall in the vicinity of the existing culvert outfall. The inspection will consist of visual inspection techniques that may include structural soundings performed on select elements by geo-pick/small hammer to access the existing condition and deterioration.
- Coffman observations will be provided in a written report that will include photographs of the structures and any identified deteriorations/damage.

Assumptions:

- Site visit effort assumes (2) Coffman employee will be in attendance
- Inspection report will be in memo format and consist of 4 to 5 pages of written report.

Deliverables:

- Draft Inspection Report
- Final Inspection Report

Task 3 - 30% Design Review and Draft Basis of Design Report

Structural

- Development of 30% culvert drawings, including plan, elevation and sections.
- Development of 30% seawall drawings, including plan, elevation and sections.
- Development of calculations and design assumptions.
- Input on the 30% Basis of Design Report
- Development of supplemental specifications list (ie Run-List)
- Input on 30% Cost Estimate
- Provide list of design assumptions
- Address review comments
- Collaboration with H&H Engineer and Geotechnical Engineer.

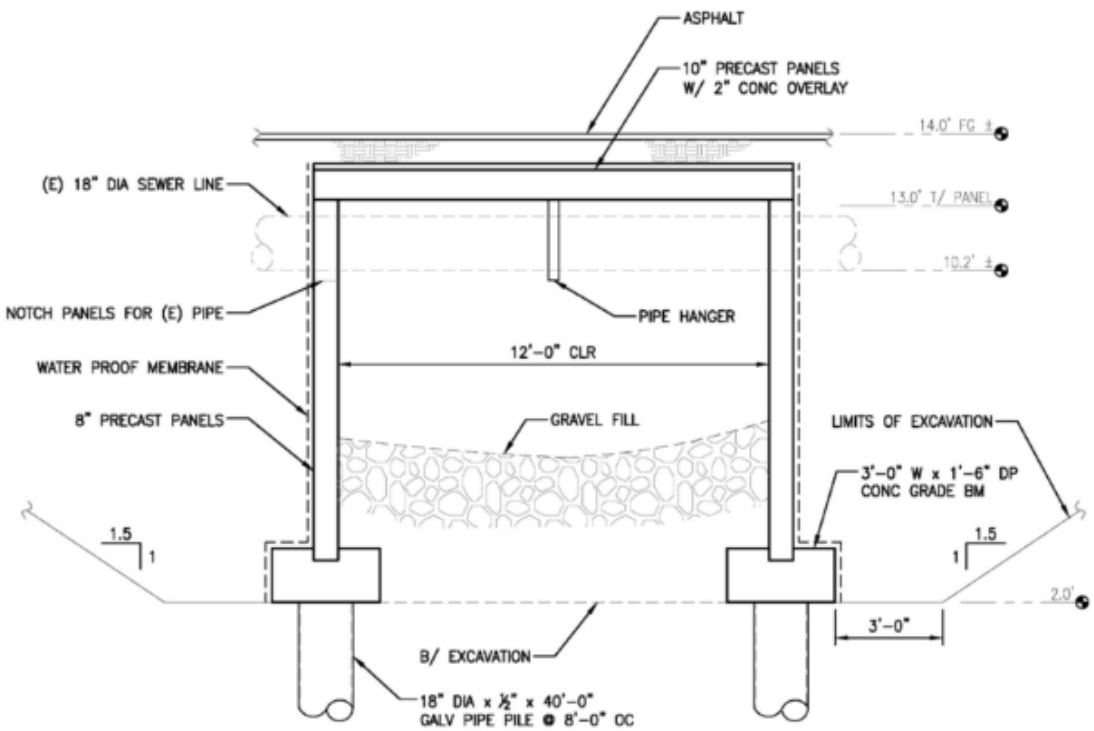
Assumptions:

- The structure selection is based on the recommendation of the 2018 Annapolis Creek Culvert Replacement Report by Ried Middleton, dated December 7, 2018. See copy of proposed culvert section below.
- Culvert design effort assumes a full design process. (not a pre-engineered section such as Contech or similar)
- Seawall will be a cantilever pile type wall design to replace full length of existing seawall.
- Drawings formatting will follow Coffman standard templates and will not be required to follow agency specific CAD standards.
- Specifications shall be prepared in electronic format using Microsoft Word processing software. Skillings will lead specification compilation.
- Skillings will provide the plan sheet borders for the CAD drawings.
- Skillings will provide cost estimate spreadsheet for Coffman's input.
- Crossing structure is anticipated to be in the span range of 20 feet. Design approach is to leverage standard culvert solutions such as a WSDOT designed precast culvert with foundation design based geotechnical recommendations for site conditions.
- Our approach assumes that structure type will be designed.
- Drawings, and other deliverables will be compiled into a single set for both structures.
- Meetings assumed to be held virtually. (no travel time or expenses)
- Design Criteria:

  The new culvert will be designed in accordance with the latest edition of AASHTO LRFD, WSDOT Bridge Design Manual, WSDOT Construction Specifications and WSDOT standards plans and the City of Port Orchard design criteria or standards.

Deliverables:

- 30% Plans containing plans, elevations and sections of culvert and seawall.



<u>Task 4 - 60% Design Review</u>

Structural

- Development of 60% culvert drawings, including the list of anticipated sheets:
  - General culvert Notes
  - Plan and Elevation
  - Culvert Section
  - Foundation Plan
  - Foundation Details
  - Framing Plan
  - Pedestrian railing details
  - Misc. Culvert Details
- Development of 60% Seawall drawings, including the list of anticipated sheets:
  - General Wall Notes
  - Plan and Elevation
  - Structural Details
  - Pedestrian Rail
- Input on the 60% Basis of Design Report
- Development of draft supplemental specifications
- Draft Bid Item List
- 60% Cost Estimate
- Address review comments

Deliverables:

- 60% Plans
- 60% Specifications

Task 5 - 90% Design Review

Structural

- Development of 90% culvert drawings, including the list of anticipated sheets:
    - General Bridge Notes
    - Plan and Elevation
    - Culvert Section
    - Foundation Plan
    - Foundation Details
    - Framing Plan
    - Pedestrian railing details
    - Misc. Culvert Details
- Development of 60% Seawall drawings, including the list of anticipated sheets:
    - General Wall Notes
    - Plan and Elevation
    - Structural Details
    - Pedestrian Rail
- Input on the 90% Basis of Design Report
- Development of draft supplemental specifications
- Draft Bid Item List
- 90% Cost Estimate
- Address review comments

Deliverables:

- 90% Plans
- 90% Specifications

Task 6 Final (100% Design) Design Package

Structural

- Development of 100% culvert drawings.
- Input on the 100% Basis of Design Report
- Development of final supplemental specifications
- Final Bid Item List
- Cost Estimate
- 100% Design Documents including Plans, Specifications and calculations stamped by an engineer registered in the State of Washington.

Assumption:

- Final drawings shall be prepared in AutoCAD Release 2007 or later.

Deliverables:

- 100% Plans
- 100% Specifications

<u>Task 7 – Project Management and Coordination</u>

Structural

- Attendance at project meetings
- Internal coordination meetings between Structural and other associated disciplines.
- Preparation of invoices and document control

Assumptions:

- 2-hour virtual review meeting at each deliverable stage. (8 hours total)
- Internal coordination will be estimated at 2 hours per month for duration of project (16 hours total)
- Skillings will lead client management and coordination.

City of Port Orchard
Annapolis Creek Culvert Replacement
Structural Design
December 19, 2025

Scope of Work:

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Structural

- (1) Site visit to review sites
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Assumptions:

- Site visit effort assumes (2) Coffman employee will be in attendance
- Inspection report will be in memo format and consist of 4 to 5 pages of written report.

Deliverables:

- Draft Inspection Report
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Task 3 - 30% Design Review and Draft Basis of Design Report

Structural

- Development of 30% culvert drawings, including plan, elevation and sections.
- Development of 30% seawall drawings, including plan, elevation and sections.
- Development of calculations and design assumptions.
- Input on the 30% Basis of Design Report
- Development of supplemental specifications list (ie Run-List)
- Input on 30% Cost Estimate
- Provide list of design assumptions
- Address review comments
- Collaboration with H&H Engineer and Geotechnical Engineer.

Assumptions:

- The structure selection is based on the recommendation of the 2018 Annapolis Creek Culvert Replacement Report by Ried Middleton, dated December 7, 2018. See copy of proposed culvert section below.
- Culvert design effort assumes a full design process. (not a pre-engineered section such as Contech or similar)
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- Drawings, and other deliverables will be compiled into a single set for both structures.
- Meetings assumed to be held virtually. (no travel time or expenses)
- Design Criteria:

  The new culvert will be designed in accordance with the latest edition of AASHTO LRFD, WSDOT Bridge Design Manual, WSDOT Construction Specifications and WSDOT standards plans and the City of Port Orchard design criteria or standards.

Deliverables:

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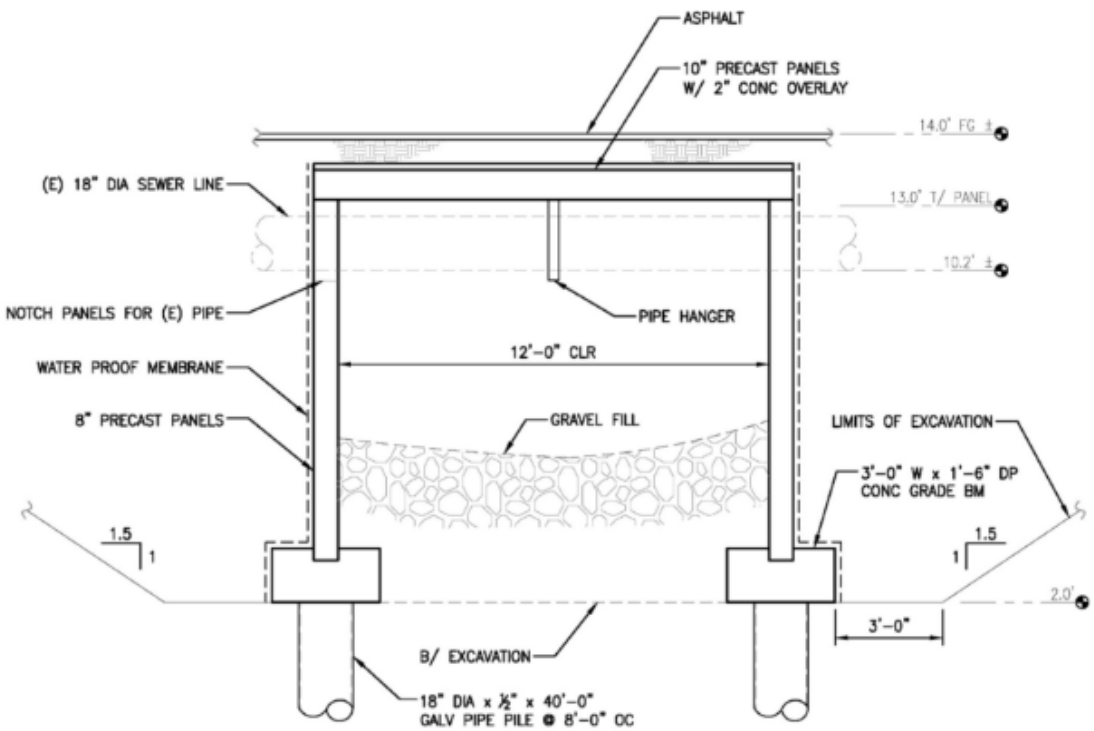

<u>Task 4 - 60% Design Review</u>

Structural

- Development of 60% culvert drawings, including the list of anticipated sheets:
    - General culvert Notes
    - Plan and Elevation
    - Culvert Section
    - Foundation Plan
    - Foundation Details
    - Framing Plan
    - Pedestrian railing details
    - Misc. Culvert Details
- Development of 60% Seawall drawings, including the list of anticipated sheets:
    - General Wall Notes
    - Plan and Elevation
    - Structural Details
    - Pedestrian Rail
- Input on the 60% Basis of Design Report
- Development of draft supplemental specifications
- Draft Bid Item List
- 60% Cost Estimate
- Address review comments

Deliverables:

- 60% Plans
- 60% Specifications

Task 5 - 90% Design Review

Structural

- Development of 90% culvert drawings, including the list of anticipated sheets:
    - General Bridge Notes
    - Plan and Elevation
    - Culvert Section
    - Foundation Plan
    - Foundation Details
    - Framing Plan
    - Pedestrian railing details
    - Misc. Culvert Details
- Development of 60% Seawall drawings, including the list of anticipated sheets:
    - General Wall Notes
    - Plan and Elevation
    - Structural Details
    - Pedestrian Rail
- Input on the 90% Basis of Design Report
- Development of draft supplemental specifications
- Draft Bid Item List
- 90% Cost Estimate
- Address review comments

Deliverables:

- 90% Plans
- 90% Specifications

Task 6 Final (100% Design) Design Package

Structural

- Development of 100% culvert drawings.
- Input on the 100% Basis of Design Report
- Development of final supplemental specifications
- Final Bid Item List
- Cost Estimate
- 100% Design Documents including Plans, Specifications and calculations stamped by an engineer registered in the State of Washington.

Assumption:

- Final drawings shall be prepared in AutoCAD Release 2007 or later.

Deliverables:

- 100% Plans
- 100% Specifications

<u>Task 7 – Project Management and Coordination</u>

Structural

- Attendance at project meetings
- Internal coordination meetings between Structural and other associated disciplines.
- Preparation of invoices and document control

Assumptions:

- 2-hour virtual review meeting at each deliverable stage. (8 hours total)
- Internal coordination will be estimated at 2 hours per month for duration of project (16 hours total)
- Skillings will lead client management and coordination.

COMMONSTREET
CONSULTING

1102 A St, Suite 300, #306
Tacoma, WA 98402

(844) ROW-CERT

info@csrow.com

www.csrow.com

December 15, 2025

Skillings
Attn: Patrick Skillings
5016 Lacey Blvd SE
Lacey, WA 98503

Re: Scope Proposal – City of Port Orchard: Annapolis Creek Fish Passage Project

Thank you for the opportunity to provide right of way services for this important fish passage project for the City of Port Orchard. It is our understanding that Commonstreet is providing turn-key right of way services for the Annapolis Creek Fish Passage Project. This work will include early design/pre-acquisition support services, title review, valuations of partial acquisitions, property owner negotiations, acquisition documentation, closing, recording, and file close out support. The scope proposal provided herein is for a project with Brian Abbott Fish Barrier Removal Board (BAFBRB) funding.

Scope Summary and Project Understanding

The City of Port Orchard (City) was successful in obtaining DOE grant funding for fish passage under Bay Street at Annapolis Creek. A fish passage open box culvert or bridge is proposed. The proposal provided herein is based upon an assumption of potential ROW impacts assuming up to four (4) temporary easements (TE) and one (1) permanent easements (PE), and ten (10) Rights of Entry. It is understood that any change in scope will require an amendment in scope. All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), as well as Washington Department of Fish and Wildlife (WDFW) and Washington State Recreation & Conservation Office (RCO) acquisition procedures.

Assumptions

- The ROW and Construction phases of the project do not have federal funding and no WSDOT ROW Certification will be required.
- The project has funding from the Brian Abbott Fish Barrier Removal Board (administered jointly by WDFW and RCO).
- The City will provide a ROW Plan showing proposed acquisition areas and size.
- The City requires no more than four (4) partial acquisitions consisting of up to four (4) TEs and one (1) PE.
- The City requires up to ten (10) Right of Entry for surveying and additional project-related work.
- If it is determined the City requires fee acquisitions on any of the parcels, this will require additional scope and fee.
- There are no full acquisitions.
- No design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions and exhibit drawings suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.

- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required. If it is determined occupants and/or personal property are displaced (requiring relocation services), this will require additional scope and fee.
- The City will provide ROW document templates or Commonstreet will utilize WSDOT Local Public Agency templates and provide to the City for review and approval. Revisions will be limited to no more than two rounds of review prior to City approval
- Once offer package templates are approved by the City, no changes will be made
- No more than four (4) Waiver Valuations will be required.
- If impacted improvements or estimated values or property owner request make waiver valuations ineligible, an appraisal and appraisal review will be completed. Appraisal and appraisal reviews will require additional scope and fee.
- Commonstreet will order no more than four (4) title reports for partial acquisitions. If title reports are required for additional parcels, this will require additional scope and fee.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- Commonstreet will NOT order title reports for parcels where Rights of Entry are requested. If title reports are required for parcels where Rights of Entry to requested, this will require additional scope and fee.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases to direct rates, changes to Overhead Rates required by WSDOT, or current business conditions.

Best regards,

Joel Schleppi
Project Manager
Western/Central Washington

Scope of Services

Task 1.0 –Project Management and Administration

- Prepare for and attend early design development meetings as requested by the City or the project team;
- Provide pre-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with WDFW and RCO requirements;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;
- Commonstreet will manage ROW Team sub-consultants to prepare the Waiver Valuations or prepare the Waiver Valuations in-house;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act, WDFW, RCO, and WSDOT requirements;
- Provide oversight of ROW activities to comply with BAFBRB (Brian Abbott Fish Barrier Removal Board) requirements;
- Coordinate valuation task and any subconsultants;
- Commonstreet will manage ROW Team sub-consultants to prepare the Waiver Valuations or prepare the Waiver Valuations in-house;
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks;
- Coordinate title reviews.

DELIVERABLES…

- Up to four (4) Waiver Valuations;
- Determinations of value/Just Compensation for approval by City;
- Written and oral status updates on right of way activities as requested.

Task 2.0 – Acquisition Services

- Create WDFW and RCO-compliant project files for each parcel;
- Order new and/or updates to existing title commitments on behalf of the City;
- Review title reports for each parcel and identify every exception;
- Produce templates approved by City to draft offer packages;
- Prepare offer packages;
- Prepare Right of Entry documents
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction;
- Project file set-up;
- Edit documents during negotiations to memorialize agreements reached by the City;
- Review of all valuation and compensation data;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver, and present offer packages;
- Negotiate settlements and draft justification memos when necessary;
- If amicable settlements not approved by City, prepare and submit a condemnation package;
- Coordinate the development of DV/Just Compensation approved by the City.

DELIVERABLES…

- Up to four (4) Title Review Summaries;
- Up to four (4) clearance/exception reports for approval by City;
- Integration of valuations into offer packages;
- Up to four (4) offer packages for approval by City;
- Up to ten (10) Right of Entry documents for approval by City;
- Provide original conveyance documents for up to four (4) parcels to the City for recording.

Task 3.0 – Project File Close Out

- Collaborate with City during closing, payment, and recording processes;
- Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment, and closing data along with recorded conveyance documents and closing of files;
- Address any items brought forth by WDFW and/or RCO;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.
- Provide all documentation required to complete Waiver Valuations supporting City's Determinations of Value and integrate findings into offer packages.

DELIVERABLES…

- Up to four (4) parcel files to City in electronic format;
- Real Property Vouchers and W-9 forms authorizing payment by the City.

Scope and Fee Table Summary

Project Name

12/18/2025

The overhead rate shall increase to the revised state overhead rate, effective upon approval of the revised overhead rate by the state in which the project is located.

Indirect Cost Rate	121.85%
Fixed Fee	15.00%

	Tasks	Job Classifications	Direct Labor	Overhead	Fixed Fee	Qty.	Total
1.0	Project Management and Administration	*Principal*	*$125.00*	*$152.31*	*$41.60*	*4*	$1,275.64
		Project Manager	*$87.00*	*$106.01*	*$28.95*	*6*	$1,331.77
		Sr. Project Control Specialist	*$68.00*	*$82.86*	*$22.63*	*10*	$1,734.87
2.0	Acquisition Services	*Project Manager*	*$87.00*	*$106.01*	*$28.95*	*8*	$1,775.69
		Sr. Right of Way Agent	*$81.00*	*$98.70*	*$26.95*	*96*	$19,838.71
		Right of Way Agent	*$50.00*	*$60.93*	*$16.64*	*110*	$14,032.01
		Sr. ROW Technician	*$68.00*	*$82.86*	*$22.63*	*6*	$1,040.92
		Sr. Project Control Specialist	*$68.00*	*$82.86*	*$22.63*	*12*	$2,081.84
3.0	Project and File Close-out	*Project Manager*	*$87.00*	*$106.01*	*$28.95*	*2*	$443.92
		Sr. Right of Way Agent	*$81.00*	*$98.70*	*$26.95*	*2*	$413.31
		Right of Way Agent	*$50.00*	*$60.93*	*$16.64*	*3*	$382.69
		Sr. Project Control Specialist	*$68.00*	*$82.86*	*$22.63*	*8*	$1,387.89
	Labor Hours Total					**267**	**$45,739.26**
	Expenses	**Type**			**Rate**	**Qty.**	**Total**
	Other Direct Costs (ODC's)	*Waiver Valuations*			$1,600.00	4	$6,400.00
		Reproduction, Postage, and Delivery			$195.00	1	$195.00
		Ferry Fare Reimbursement			$275.00	1	$275.00
		Mileage at current federal rate			*0.70*	325	$227.50
	Expense Total						**$7,097.50**
	Contract Total						**$52,836.76**

RESOLUTION NO.

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SKILLINGS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE ANNAPOLIS CREEK FISH PASSAGE PROJECT AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the existing culvert conveying Annapolis Creek beneath Bay Street has been identified as a fish passage barrier; and

WHEREAS, upstream and downstream fish passage improvements have been completed by other projects, and the City is now moving forward with design services to replace the culvert with a fish-passable structure (the "Project"); and

WHEREAS, the Project will address habitat connectivity, stream function, and regulatory compliance, and will incorporate roadway, utility, and environmental considerations; and

WHEREAS, this location was identified as a critical area in the City's Stormwater Action Plan, making this project a priority for improving ecological function and meeting long-term stormwater management goals; and

WHEREAS, the City accepted grant funding from the Recreation and Conservation Office (RCO) through the Brian Abbott Fish Barrier Removal Board program to support the Annapolis Creek Fish Passage Project; and

WHEREAS, pursuant to RCW 39.80 and the City's procurement policies, the City issued a Request for Qualifications (RFQ) on September 26, 2025, for professional engineering services; and

WHEREAS, by the October 20, 2025 deadline, three (3) Statements of Qualifications were received and evaluated, and after review and interviews, the City's Public Works Department determined Skillings, Inc. to be the most qualified consultant; and

WHEREAS, Public Works staff worked with Skillings, Inc. to finalize the scope, fee, and contract terms, and the agreement totals Seven Hundred Thirty-Five Thousand Forty-One Dollars ($735,041) and covers the period from 2/24/2026 to 2/10/2028, with optional extensions at the City's discretion; and

WHEREAS, the Port Orchard City Council, in alignment with the State Auditor's Office recommendation, wishes to document the consultant selection process for this contract by Resolution. Now, therefore,

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

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

THAT: The City Council approves and authorizes the Mayor to execute a consultant services agreement with Skillings, Inc. for the Annapolis Creek Fish Passage Project, in the amount of Seven Hundred Thirty-Five Thousand Forty-One Dollars ($735,041), as attached hereto as Exhibit A and incorporated herein by this reference.

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 24th day of February 2026.

_____

Robert Putaansuu, Mayor

ATTEST:

_____

City Clerk, Brandy Wallace, MMC

11114410.1 - 366922 - 0001

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

Agenda Staff Report

Business Items: 7.E. Approval of a Resolution authorizing a Permitting Pilot Program and Associated Agreement with PermittableAI (Bond)
Meeting Date: February 24, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:
The Department of Community Development has been exploring opportunities to streamline and expedite building permit plan review. One identified cause of extended timelines for permit review is the submission of applications and supporting materials that are incomplete or not compliant with applicable building codes and submittal requirements, necessitating additional review, correction requests, and resubmittals before approval can be considered. The City has identified a possible tool to aid in addressing this issue through a pilot program and partnership with a newly-created company, PermittableAI, who has developed an AI tool that would allow volunteer applicants for single family building permits to pre-screen their plans prior to submitting those plans to the City for review. During the pilot program, PermittableAI would provide its pre-screening software to volunteer applicants in Port Orchard free of charge for a 1 year trial period. Running an application through the program prior to submittal to the City would be entirely voluntary on the part of the applicant. PermittableAI and the City would partner on a trial period to evaluate the potential for the software to reduce the number of review cycles for plans submitted to the city and to reduce demands on limited staff resources. Staff believes this tool may save applicants time and money in the application process and seeks to evaluate the effectiveness of the tool. PermittableAi is a private company that applicants would rely on at their own risk (as would be communicated to all applicants). The resolution creating the pilot program directs the administration to ensure that adequate disclaimers be provided concerning the use of PermittableAI advising potential users of the system under this trial period of risks including but not limited to delaying permit vesting by making plan corrections prior to making an application to the city, the possibility that the system could identify corrections that the city would not have requested, and the risk of sharing their plans with an outside party. Under the pilot program, the city will identify this optional tool on its website and provide a link to applicants wishing to use the tool, but clearly identify that use of the tool is entirely voluntary. The PermittableAI website will require the creation of a user account. Once the account has been created, users will be able to drag and drop plans into the tool for pre-screening. Depending on the complexity of the plans, the review can take between a few hours and as much as a day to generate a report that flags potential issues that may be identified in the city's plan review process. Users will be given a

discount code that reduces the cost for the reports to $0. The city will be gathering information from applicants to learn if they pre-reviewed their plans using the tool and if they made changes to their plans resulting from their use of the tool. The city seeks to collect data to determine whether the system is reducing plan review cycles and the number of comments and corrections identified. Prior to the launch of the pilot program, the city will be testing the system by uploading public records consisting of previously reviewed and approve plans to compare the corrections identified by PermittableAI to the actual comments created by our plan reviewers. After establishing a baseline for accuracy, the city will provide public records consisting of plan review comments to PermittableAI so that the company can calibrate the system to better capture the city's typical plan review comments. The city will then test the system again to ensure that accuracy has improved. Once the department believes that the system is ready for public use, we will launch a website presenting the public with the option of using the tool and instructions for how to use the tool. Long term, the company would like to see a TSA Pre-check style permit track where pre-screened permits could be given fast track review and a more cursory review by city staff. It is too early to know whether this type of framework is viable, but staff will utilize the pilot program to evaluate the system to determine its usefulness to consider a longer-term partnership. McCormick Communities first brought this tool to the city's attention and introduced the PermittableAI team to the city. McCormick has been testing the platform privately as part of their development. They have reported to the city that the system is currently catching about 85% of comments that were being made by city staff and they are satisfied with a low occurrence of false positives. McCormick's use of the tool has likely already had the effect of calibrating the system such that it is close to being ready for wider use in Port Orchard.

Relationship to Comprehensive Plan:

Recommendation: Relationship to Comprehensive Plan
The comprehensive plan contains numerous goals and policies related to housing affordability. As this tool has the potential to save builders time and money, it may indirectly improve housing affordability by lowering development costs.

Recommendation: Staff recommends that the City Council approve the resolution as presented.

Motion for Consideration: I move to approve a resolution creating the PermittableAI pilot program and authorizing the Mayor to execute an agreement with PermittableAI.

Has item been presented to Committee/Work Study? Yes
If so, which one: Land Use Committee

Fiscal Impact: The creation of the pilot program is at no cost to the city other than the use of existing staff to get the program up and running. If successful, the program should result in a cost-savings to the city in reduced permit review effort and timelines.

Alternatives: Do not approve the resolution, request changes to the program prior to approval.

Attachments:

1. PermittableAI_Pilot_Program_Resolution
2. Permittable_AI_Pilot_Program_Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ESTABLISHING A SINGLE-FAMILY BUILDING PERMIT APPLICATION ARTIFICIAL INTELLENGENCE PRE-SCREENING PILOT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PERMITTABLE AI FOR THE PILOT PROGRAM

WHEREAS, the City's permit review timelines for building code permits are frequently extended due to the submission of applications and supporting materials that are incomplete or not compliant with applicable building codes and submittal requirements, necessitating additional review, correction requests, and resubmittals before approval can be considered; and

WHEREAS; the City seeks to improve its plan review process to encourage the creation of housing and to save builders time and money associated with delays arising from the plan review process when plan corrections are necessary for consistency with applicable building codes; and

WHEREAS; the City was recently approached by PermittableAI, a new company developing a pre-screening tool whereby applicants can perform an optional artificial intelligence plan review of submittals so that corrections to plans can be made by the applicant prior to making an application to the City with the goal of streamlining the review process; and

WHEREAS; PermittableAI seeks partner agencies to test and refine its artificial intelligence technology, with the intent that the collaboration provides operational insights and potential efficiencies for the City while allowing the company to evaluate and improve its technology in a real-world municipal environment; and

WHEREAS, through the pilot program, PermittableAI will offer its service to interested applicants in Port Orchard on a voluntary basis to preview applications for a period of 1-year, free of charge; and

WHEREAS; the City would provide PermittableAI public records from previous plan reviews performed by the City to calibrate their AI model to reflect the City's approach to plan review and applicable building codes; and

WHEREAS; the attached pilot program agreement outlines the responsibilities of the City and Permittable AI during the one-year period of the Pilot program, with all disclosures compliant with the Washington Public Records Act, Chapter 42.56 RCW; and

WHEREAS; the City Council finds that partnering with PermittableAI on a pilot program provides the city with the opportunity to evaluate an AI tools potential for making the Department of Community Development more efficient and to provide shorter permit review timelines and cost savings to builders; and

WHEREAS, the City Council finds that the public will receive a benefit from partnering with PermittableAI by receiving a free service and more efficient Department of Community Development and that the benefits of this free service outweigh city staff's time commitments outlined in the pilot program agreement; now, therefore,

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

THAT: The City Council approves of the Pilot Program Agreement and the institution of this pilot program. Accordingly, the Mayor is authorized to execute a pilot program agreement with PermittableAI.

THAT: The Mayor or the Mayor's designee, is authorized and directed to implement the pilot program and to ensure that the program is clearly communicated to the public, including providing notice that participation is voluntary and making readily available the applicable terms, conditions, and any relevant disclosures associated with the program.

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 _____ day of _____2026.

_____
Robert Putaansuu, Mayor

ATTEST:

_____
Brandy Wallace, MMC, City Clerk

11193187.1 - 366922 - 0001

December 19, 2025

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

Re: Pilot Program

Dear Mr. Putaansuu:

Permittable AI, Inc. ("Permittable") is pleased to submit this agreement (the "Pilot Agreement") to the City of Port Orchard ("Port Orchard") regarding a pilot program between Permittable and Port Orchard (the "Pilot Program"). The signatories to this Pilot Agreement are collectively referred to as the "Parties" and individually as a "Party".

The Parties agree to coordinate a press release or announcement, provided the City shall have final approval of any such press release.

Each Party will bear its own expenses in connection with this Agreement and any actions taken by a party in reliance on this Agreement is at that Party's sole risk and expense.

If you agree with the terms and conditions of the Pilot Program as set forth on the following page, please confirm your agreement by signing and returning this Pilot Agreement to me.

Very truly yours,

Permittable AI, Inc.

By: _____
Name: Pieter De Temmerman
Title: Chief Executive Officer

Accepted and Agreed:

City of Port Orchard

By: _____
Name: Rob Putaansuu
Title: Mayor

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permittable

Terms and Conditions

The terms and conditions governing the Pilot Program are as follows:

Overview of Pilot Program	Permittable is an AI-enabled pre-screening platform designed to help architects and developers identify omissions and code-related issues as it relates to residential building permit applications. The City of Port Orchard, Washington, is proactively exploring innovative approaches to improve the completeness and accuracy of residential building permit applications to enable the City to streamline the permitting process. The Parties have agreed to partner together as set forth herein to improve the quality of residential permit applications submitted to Port Orchard.
Port Orchard Responsibilities	▪ Compliant with Chapter 42.56 RCW, the Washington State Public Records Act, the City agrees to provide representative examples of past residential plan review public records, selected by the City at its sole discretion, with Permittable to allow it to validate its review logic aligns with common issues historically identified by city reviewers. ▪ Include information, as approved by the City in its sole discretion, about the Pilot Program in locations selected by the City at its sole discretion, which may include the Port Orchard's website . ▪ Provide public records requested by Permittable to further the goals of the Pilot Program, including, but not limited to, data related to timelines and outcomes between applicants who use the Permittable platform versus those who do not, provided the City shall have no obligation to create a record in response to such a request. ▪ Waive all fees and costs associated with the City's production of requested public records, levied pursuant to RCW 42.56.120, in exchange for the benefits afforded to the City through this partnership (outlined above). ▪ Collaborate with Permittable on public-facing communications, press releases, etc. as it relates to the Pilot Program, provided the City shall have final approval of all messaging posted on City-controlled platforms and all references to the City in messaging utilized by Permittable.
Permittable Responsibilities	▪ Provide and maintain the Permittable platform free of charge for Port Orchard residential applicants for a period of one (1) year following public rollout. Port Orchard residential applicants will be defined as those applicants with a Port Orchard address on their respective permit application. ▪ Operate support channels for Port Orchard residential applicants. ▪ Perform calibration using data, information, etc. provided by Port Orchard. ▪ Deliver quarterly reviews on the efficacy of the Pilot Program with Port Orchard, which will include usage metrics and outcome comparisons.

	▪ Collaborate with Port Orchard on any public-facing communications, press releases, etc. as it relates to the Pilot Program, provided any public communications referencing the City of Port Orchard shall be pre-approved by the City ▪ Permittable represents and confirms that Permittable's request for and receipt of the requested records and data under the terms of this Pilot Program complies with RCW 42.56.070(8).
Joint Responsibilities	▪ Beginning February 2026, the Parties shall collaborate on a short calibration / testing phase (the "Calibration Phase") whereby Port Orchard will provide representative examples, selected by the City, of publicly-available past residential plan review records to Permittable to allow it to validate its review logic aligns with common issues historically identified by city reviewers (per the terms of this Pilot Agreement and subject to Chapter 42.56 RCW). Once the Parties have jointly concluded that the Calibration Phase is completed, Permittable will make its platform publicly available for Port Orchard residential applicants free of charge (per the terms of this Pilot Agreement and Permittable's standard Terms of Service). ▪ As City resources allow, the Parties may meet in-person or virtually once per quarter to evaluate the progress of the Pilot Program, including but not limited to, reviewing (1) volume of applicant usage, (2) relative differences in resubmission cycles, (3) differences in review timelines for applicants who used the Permittable platform versus those who did not, and (4) trends in issue severity (i.e., major, medium, minor) in initial applications. The City agrees to provide publicly available information to assist in the evaluation of these issues (per the terms of this Pilot Agreement).
Further Acknowledgements	▪ The Parties acknowledge and agree that (1) residential applicants will be engaging directly with Permittable and remain responsible for their own application submissions to Port Orchard, and (2) all permitting authority, code enforcement, etc. shall at all times remain strictly under the domain of Port Orchard.
IP and Confidentiality	▪ IP Rights: Permittable shall retain ownership to its own products and services. Any intellectual property that is generated or created in connection with this Agreement or the Pilot Program shall be owned solely by Permittable ("Permittable IP"). ▪ Notwithstanding the foregoing, Permittable acknowledges that the City of Port Orchard is a public agency subject to the Public Records Act, Chapter 42.56 RCW, and further all public records (including data) provided to the City of Port Orchard by Permittable are subject to disclosure by the City upon request. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Permittable, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Permittable to search its files for responsive records as it relates to files provided by the City to

	Permittable or to the City by Permittable ("Applicable Responsive Records"), Permittable agrees to make a prompt and thorough search through its files for such Applicable R esponsive R ecords and to promptly turn over any responsive records to the City's public records officer at no cost to the City. Notwithstanding anything to the contrary in this Agreement, Port Orchard shall not own any Permittable IP and shall not disclose any such information without the prior written consent of Permittable ▪
Indemnification/No Warranties	▪ ▪ **No Warranties:** The Permittable platform (and all services related thereto) are provided to users "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted by law, Permittable, on its own behalf and on behalf o f its affiliates and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Permittable platform (and all services related thereto), including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, Permittable provides no warranty or undertaking, and makes no representation of any kind that the Permittable platform will meet the City's requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.
Terms of Service	▪ Port Orchard understands that Permittable's standard Terms of Service will govern any applicants' usage of the Permittable platform (and all services related thereto).
Term and Termination	▪ This Agreement shall be Effective as of the date of this Pilot Agreement and will terminate on the date that is one (1) year following the date upon which the Calibration Phase is deemed completed, unless earlier terminated pursuant to the below. ▪ Either party may terminate the Pilot Agreement for convenience upon 90 days' prior written notice. ▪ Notwithstanding any termination, the "IP and Confidentiality", "No Warranties", the " " and "Term and Termination" sections of this Agreement shall survive such termination.
Assignment	Neither party may assign the Agreement without the prior written consent of the other party.
Notice	All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given (a) seven (7) business days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by email, unless not sent during business hours, in which case it shall be deemed delivered on the next business day, in each case, provided no failure of delivery or out of office notice is generated or otherwise received by the

	sender; (c) when delivered, if delivered personally to the intended recipient, and (d) when received by the addressee if sent by an internationally recognized two-day courier (receipt requested), in each case, addressed to a Party at the following address for such Party: (a) If to Permittable to: Permittable AI, Inc. 218 Main Street, Suite 757 Kirkland, WA 98033 Attn: Pieter De Temmerman, Chief Executive Officer E-mail: pieter@permittable.ai and to (which shall not constitute notice): DLA Piper LLP (US) 701 Fifth Avenue, Suite 6900 Seattle, Washington 98104-7044 Attn: Brian Cadousteau E-mail: brian.cadousteau@us.dlapiper.com (b) If to Port Orchard to: City of Port Orchard 216 Prospect Street Port Orchard, WA 98366 Attn: Brandy Wallace, City Clerk E-mail: bwallace@portorchardwa.gov with a copy to (which shall not constitute notice): Inslee, Best, Doezie & Ryder 10900 NE 4th Street, Suite 1500 Bellevue, WA 98004 Attn: Charlotte Archer E-mail: carcher@insleebest.com
Amendments; Waiver	This Agreement may not be amended, modified or supplemented except by written agreement of the Parties. Any agreement on the part of a Party to any waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time unless explicitly specified in such waiver.

General Terms	A. Permittable represents and warrants that it has the requisite authority and capacity to enter into this Agreement and shall comply with all applicable federal, state, and local laws and regulations in the performance of its obligations hereunder . B. Permittable 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. C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Permittable under any of the provisions of this Agreement jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

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

Agenda Staff Report

Business Items: 7.F. Adoption of a Resolution Granting Final Plat Approval for McCormick West Division 15, Phase I Final Plat (Bond)
Meeting Date: February 24, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:
On December 5, 2025, McCormick Development Corporation submitted an application for final plat approval for Phase 1 of Division 15 of the McCormick West subdivision project. The Kitsap County Hearing Examiner granted preliminary plat approval for the entirety of McCormick West with conditions on May 30, 2008. Pursuant to WAC 197-11-630 and 965, Kitsap County issued a Notice of Adoption of Existing Environmental Documents for this proposal. The McCormick West proposal was included with a group of projects known as the McCormick Urban Village under the South Kitsap Urban Growth Area / ULID #6 Supplemental Environmental Impact Statement (EIS). The ULID #6 DSEIS was issued October 26, 2001 and the ULID #6 FSEIS was issued January 9, 2002. The applicant for final plat has submitted three requests for administrative minor plat amendments which were approved on September 1, 2023, December 5, 2024, and January 29, 2026. The final plat for Division 15, Phase 1 of the McCormick West subdivision creates 123 residential lots and 8 tracts, including four future development tracts. The applicant has installed roadway illumination, roads, sidewalks, landscaping, water and sewer utilities, and storm drainage improvements. Streets within this final plat are for public use and will be accepted into the City's road system. The application for final plat includes all the necessary information required for approval including but not limited to a bill of sale for infrastructure being dedicated to the city and maintenance bonds for that infrastructure.

Relationship to Comprehensive Plan: N/A

Recommendation: Approval of the Final Plat for McCormick West Division 15, Phase I

Motion for Consideration: "I move to adopt a resolution, as presented, granting final plat approval for McCormick West, Division 15, Phase 1."

Has item been presented to Committee/Work Study? No
If so, which one: N/A

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

Alternatives: None.

Attachments:

1. 03_-_DCD_Approval_Letter_Signed
2. FinalPlat_LU25-Plat_Final-02
3. 04_-_City_Engineer_Approval
4. 05_-_Bill_of_Sale_LU25-Plat_Final-02
5. 01_-_RES_McCormick_West_Div_15_FinalPlat_11192904.1_

CITY OF PORT ORCHARD
Development Director
216 Prospect Street, Port Orchard, WA 98366
Phone: (360) 874-5533 • Fax: (360) 876-4980
planning@portorchardwa.gov
www.portorchardwa.gov

February 19, 2026

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

Re: Recommendation of Approval of Final Plat for McCormick Woods West Division 15, Phase 1, file number LU25-PLAT FINAL-02.

Dear City Council,

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the conditions in the Kitsap County Hearing Examiner Decision dated May 30, 2008 and the subsequent administrative minor plat amendment decisions issued by the City of Port Orchard Development Director on September 1, 2023, December 5, 2024, and January 29, 2026. All improvements that adequately satisfy the conditions of preliminary plat approval have been installed by the developer and inspected by City staff.

The subdivision complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development. I therefore recommend approval of the final plat.

Sincerely,

Nicholas Bond

Nicholas Bond, AICP
City Development Director

RECEIVED
PERMIT CENTER
Feb 13, 2026
CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

McCORMICK WEST DIVISION 15, PHASE 1

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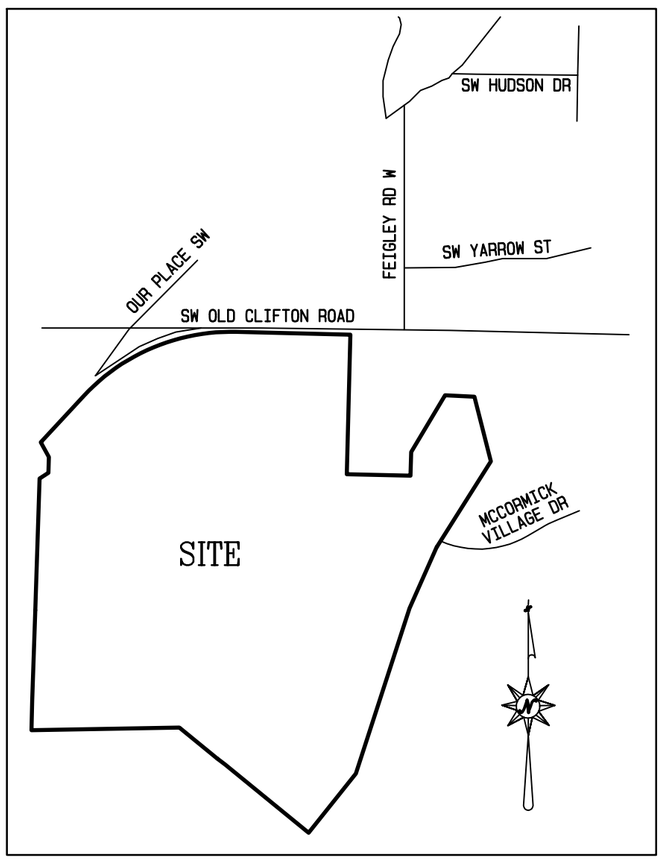
OF SECTION 8 , TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



VICINITY MAP 1" = 1000'

LEGAL DESCRIPTION:

PER FIRST AMERICAN TITLE COMPANY SUBDIVISION GUARANTEE NUMBER 5003353-0009843E, DATED NOVEMBER 20, 2025.

PARCEL I:
RESULTANT TRACTS 15, 16 AND 21 OF BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AUDITOR'S FILE NO.202505090106, AND AS SHOWN ON SURVEY RECORDED UNDER UNDER AUDITOR S FILE NO.202505090107 IN VOLUME 101 OF SURVEYS, PAGES 240, THROUGH 243, INCLUSIVE, BEING A PORTION OF TRACTS 12-2-15, 12-2-16 AND 12-2-21, MCCORMICK WEST DIVISION 12, PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 36 OF PLATS, PAGES 61-71, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

PARCEL II:
TRACT 12-2-23, MCCORMICK WEST DIVISION 12, PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 36 OF PLATS, PAGE(S) 61 THROUGH 71, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

PARCEL NUMBERS:

5706-000-275-0004, 5706-000-276-0003, 5706-000-281-0006 AND 5706-000-283-0004

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCCORMICK DEVELOPMENT CORPORATION, A WASHINGTON CORPORATION, AND MCCORMICK COMMUNITIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, IN _____, 20 ____. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WEST DIVISION 15, PHASE 1, A PLAT COMMUNITY, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST ACT IS SUPPLIED HEREIN; AND TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

FOR FINAL REVIEW
_____ _____
STEPHEN H WOODS, P.L.S. 38965 DATE

SURVEYOR'S ACKNOWLEDGEMENT:

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 20 ____, BEFORE ME STEPHEN H WOODS, PERSONALLY APPEARED, PROVED TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITH AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

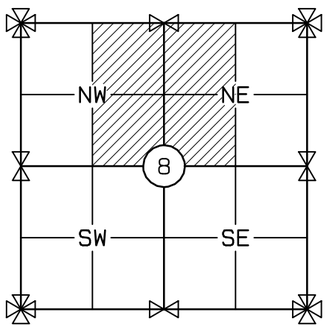
WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

_____
PRINT NOTARY NAME



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS. THIS SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

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

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

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED MCCORMICK WEST DIVISION 15, PHASE 1 AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR _____, RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NO(S). _____.

DATED THIS ____ DAY OF _____, 20 _____.

MCCORMICK DEVELOPMENT CORPORATION
A WASHINGTON CORPORATION

_____
BY: _____
ITS: _____

MCCORMICK COMMUNITIES, LLC.
A WASHINGTON LIMITED LIABILITY COMPANY
SUCCESSOR IN INTEREST BY MERGER TO WEST X SW INVESTMENT HOLDINGS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

_____
BY: _____
ITS: _____

ACKNOWLEDGEMENTS:

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE _____ OF MCCORMICK DEVELOPMENT CORPORATION A WASHINGTON CORPORATION, THE COMPANY THAT EXECUTED THE WITHIN AND 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 WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF
_____, RESIDING IN _____
MY COMMISSION EXPIRES: _____
_____
PRINT NOTARY NAME

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE _____ OF MCCORMICK COMMUNITIES, LLC., A WASHINGTON LIMITED LIABILITY COMPANY, THE COMPANY THAT EXECUTED THE WITHIN AND 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 WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF
_____, RESIDING IN _____
MY COMMISSION EXPIRES: _____
_____
PRINT NOTARY NAME

APPROVALS:

CITY ENGINEER:

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

EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.

_____
CITY ENGINEER

CITY COUNCIL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD
THIS ____ DAY OF _____, 20____.

_____
CITY CLERK

_____
MAYOR

CITY FINANCE DIRECTOR:

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

EXECUTED THIS ___ DAY OF_____ , 20____.

_____
FINANCE DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR:

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

EXAMINED AND APPROVED THIS _____ DAY OF _____ , 20____.

_____ _____
COMMUNITY DEVELOPMENT DIRECTOR DATE

COUNTY TREASURER:

I HEREBY CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAS BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR 20 ____.
EXECUTED THIS ___ DAY OF_____ , 20____.

_____
COUNTY TREASURER

COUNTY AUDITOR:

FILED FOR RECORD AT THE REQUEST OF _____ THIS _____ DAY OF _____, 20 _____, AT _____ MINUTES PAST _____ O'CLOCK _____.M., AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____, RECORDS OF KITSAP COUNTY, WASHINGTON.

_____
AUDITOR'S FILE NUMBER

_____
KITSAP COUNTY AUDITOR

SHEET INDEX:

SHEET 1: VICINITY MAP, LEGAL DESCRIPTION, SURVEYOR'S CERTIFICATE, ACKNOWLEDGEMENTS, APPROVALS, DEDICATION, PARCEL NUMBERS
SHEET 2: TITLE REPORT NOTES, BASIS OF BEARING, SURVEYOR'S NOTES, TRACT NOTES, EASEMENT PROVISIONS, PLAT NOTES, IMPERVIOUS SURFACE NOTE
SHEET 3: SURVEY CONTROL
SHEET 4: PLAT MAP
SHEET 5: PLAT MAP
SHEET 6: PLAT MAP
SHEET 7: PLAT MAP (FUTURE DEVELOPMENT TRACTS)
SHEET 8: PLAT MAP (ORIGINAL BOUNDARIES / EXISTING EASEMENTS)
SHEET 9: LOT AREAS, ADDRESSES, LINE CHART, CURVE CHART AND DETAILS
SHEET 10: OVERALL PLAT LAYOUT OF NEW LOTS CREATED

JOB NO.23-121

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
2/12/26

CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
945 Fawcett Avenue, Tacoma, WA. 98402
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 1 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1

TITLE REPORT NOTES:

PER FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NUMBER 5003353-0009843E, DATED NOVEMBER 20, 2025

1-4. ITEMS CONCERNING TAXES. THESE ARE NOT SURVEY RELATED ITEMS.

5. ITEM CONCERNING ANY CLAIM TO (A) OWNERSHIP OF OR RIGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ORES, METALS, COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON, OR UNDER THE LAND OR PRODUCED FROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE, GRANT, EXCEPTION, CONVEYANCE, RESERVATION, OR OTHERWISE; AND (B) ANY RIGHTS, PRIVILEGES, IMMUNITIES, RIGHTS OF WAY, AND EASEMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER OR NOT THE INTERESTS OR RIGHTS EXCEPTED IN (A) OR (B) APPEAR IN THE PUBLIC RECORDS. THIS IS NOT A SURVEY RELATED ITEM.

6. ITEM CONCERNING AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM, FILED UNDER RECORDING NO.781118. DOCUMENT CONTAINS INSUFFICIENT INFORMATION TO SHOW AN EXACT LOCATION AND THEREFORE CANNOT BE SHOWN.

7. ITEM CONCERNING A SETTLEMENT FOR SURFACE AND GROUNDWATER OF COULTER CREEK AND THE DRAINAGE BASIN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, FILED UNDER RECORDING NO.8005020087. THIS IS NOT A SURVEY RELATED ITEM.

8. ITEM CONCERNING A WATER ALLOCATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, FILED UNDER RECORDING NO.9209170094. THIS IS NOT A SURVEY RELATED ITEM.

9. ITEM CONCERNING COVENANTS, CONDITIONS AND RESTRICTIONS, AND/OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES, FILED UNDER RECORDING NO.202006240286 AND AMENDED UNDER RECORDING NO(S). 202102170330 , 202109070143 , 202202240060 , 202203230009 , 202309130040 AND 202312040077 THIS IS NOT A SURVEY RELATED ITEM.

10. ITEM CONCERNING PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE MCCORMICK WOODS ASSOCIATION. THIS IS NOT A SURVEY RELATED ITEM.

11. ITEM CONCERNING AN ACCESS EASEMENT, FILED UNDER RECORDING NO.9609240198. SHOWN HEREON.

12. ITEM CONCERNING AN ACCESS EASEMENT, FILED UNDER RECORDING NO.3043944 AND MODIFICATION AND PARTIAL TERMINATION AND PARTIAL RELEASE FILED UNDER RECORDING NO(S).200504280244 AND 200510310347. SHOWN HEREON.

13. ITEM CONCERNING A UTILITY EASEMENT, FILED UNDER RECORDING NO.200812310177. SHOWN HEREON.

14. ITEM CONCERNING AN ANNEXATION AGREEMENT, FILED UNDER RECORDING NO.201112190136, WITH ASSIGNMENTS AND/OR MODIFICATIONS FILED UNDER RECORDING NO.201512310228 AND AMENDMENTS THERETO FILED UNDER RECORDING NO.202208100091. THIS IS NOT A SURVEY RELATED ITEM.

15. ITEM CONCERNING A UTILITY SYSTEM EASEMENT, FILED UNDER RECORDING NO.201605120108. APPROXIMATE AREA SHOWN HEREON.

16. ITEM CONCERNING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND MCCORMICK FOR THE DEVELOPMENT AND FUNDING OF CERTAIN TRANSPORTATION IMPROVEMENTS, FILED UNDER RECORDING NO.202102190203 AND AMENDED UNDER RECORDING NO.202403080017. THIS IS NOT A SURVEY RELATED ITEM.

17. ITEM CONCERNING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND MCCORMICK DEVELOPMENT CORPORATION FOR THE DEVELOPMENT AND FUNDING OF CERTAIN TRANSPORTATION IMPROVEMENTS AND PARK IMPACT FEES, FILED UNDER RECORDING NO.202210050135. THIS IS NOT A SURVEY RELATED ITEM.

18. ITEM CONCERNING THE PLAT OF MCCORMICK WEST DIVISION 12, PHASE 2, RECORDED IN VOLUME 36 OF PLATS AT PAGE(S) 61 THROUGH 71.

19. ITEM CONCERNING BOUNDARY/LOT LINE ADJUSTMENT/REVISION, FILED UNDER RECORDING NO.202505090106.

20. ITEM CONCERNING A RECORD OF SURVEY, FILED UNDER RECORDING NO.202505090107.

21. ITEM CONCERNING DECLARATION OF COVENANTS ASSOCIATED WITH PERFORMANCE OF SITE STABILIZATION AND EROSION AND SEDIMENTATION CONTROL, FILED UNDER RECORDING NO.202508080060. THIS DOCUMENT GRANTS THE CITY OF PORT ORCHARD, OR ITS DESIGNEE UNLIMITED RIGHT TO INGRESS AND EGRESS OVER AND UPON THE SITE FOR THE PURPOSE OF INSPECTING, SAMPLING AND MONITORING THE EROSION AND SEDIMENTATION CONTROL FACILITY COMPONENTS AND DISCHARGES OVER PARCEL II (TRACT 12-2-23). NOT DEPICTED.

22. ITEM CONCERNING A DEED OF TRUST FILED UNDER RECORDING NO.202506050136. THIS IS NOT A SURVEY RELATED ITEM.

PLAT NOTES:

1. ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.

2. THE PROPERTY OWNERS WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPING WITHIN THE EXISTING AND PROPOSED RIGHT-OF-WAY ADJACENT TO THEIR LOT(S).

3. THIS PLAT IS SUBJECT TO THE MCCORMICK WOODS ASSOCIATION, CORPORATION NO.2-376-064-8., WHICH WAS ESTABLISHED JULY 21, 1986.

4. A SOLID 6' WOOD FENCE IS REQUIRED ALONG THE BOUNDARY LINES OF THE ADJOINING PROPERTIES OWNED BY THE CHRIST THE ROCK CHURCH. SAID FENCE WILL BE MAINTAINED BY INDIVIDUAL LOT OWNER(S) OF THIS PLAT WHOSE PROPERTY(S), ADJOIN SAID BOUNDARY LINES.

5. ONE TREE, TO BE INSTALLED BY THE BUILDER OF EACH LOT, SHALL BE MAINTAINED IN PERPETUITY BY THE PROPERTY OWNER OF EACH LOT OF THIS PLAT.

UTILITY EASEMENT NOTE:

AN EASEMENT (UE) IS HEREBY RESERVED FOR AND GRANTED TO CASCADE NATURAL GAS, ANY WATER COMPANY, US POSTAL SERVICE, QWEST COMMUNICATIONS COMPANY, PUGET SOUND ENERGY, INC., ANY CABLE TELEPHONE COMPANY, ANY CITY, KITSAP COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE ROOF DRAINS) AND OTHER UTILITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL THE UTILITY EASEMENTS (UE) AS SHOWN ON THE FACE OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.

SURVEYOR'S NOTES:

1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A TWO (2) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (TRIMBLE S-3) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (TRIMBLE R-8). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.

2) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.

3) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED JANUARY 27, 2026, THE DATE OF THIS FIELD SURVEY.

4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NUMBER 5003353-0009843E, DATED NOVEMBER 20, 2025. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.

5) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.

6) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE "TRACTS 15, 16 AND 21" OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S NO.202505090106 AND TRACT 12-2-23 (FUTURE DEVELOPMENT), MCCORMICK WEST DIVISION 12, PHASE 2, INTO 123 LOTS AND 9 TRACTS.

BASIS OF BEARING:

GRID NORTH. BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE NORTH ZONE COORDINATES.THE NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011 EPOCH 2010.00) GRID COORDINATES WERE FOUND TO BE 189899.60 / 1177628.83 AT A BRASS DISK IN CONCRETE, INCASED AT THE NORTH QUARTER CORNER OF SECTION 08, TOWNSHIP 21 NORTH, RANGE 1 EAST, W.M.. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.9999808534 AND THE GRID SCALE FACTOR OF 0.9999990407 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

EASEMENT PROVISIONS:

1. ALL LOTS ARE HEREBY SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND 5.0 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL FRONT AND REAR LOT LINES FOR THE PURPOSE OF INSTALLATION, REPAIR AND MAINTENANCE OF ALL WALLS, STORM DRAINS AND OTHER UNDERGROUND PRIVATE UTILITIES. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF THESE EASEMENTS AND THE WALLS AND UTILITIES WITHIN THEM SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOT(S) AND/OR TRACTS DERIVING BENEFIT FROM SAID EASEMENT. UPON COMPLETION OF ANY WORK DONE WITHIN THESE EASEMENTS THEY SHALL BE FULLY AND IMMEDIATELY RESTORED BY THOSE RESPONSIBLE FOR THE WORK TO THEIR ORIGINAL OR BETTER CONDITION, THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREIN AND ARE HEREBY GRANTED TO THE MCCORMICK WOODS ASSOCIATION (HOA), THEIR CONTRACTOR(S) AND/OR ASSIGNS.

2. A PRIVATE SHARED ACCESS EASEMENT IS HEREBY DEDICATED TO THE OWNERS OF LOTS 35 AND 36 OVER TRACT A. THE MCCORMICK WOODS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SHARED ACCESS FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.

3. A PRIVATE SHARED ACCESS EASEMENT IS HEREBY DEDICATED TO THE OWNERS OF LOTS 15, 16 AND 17 OVER TRACT B. THE MCCORMICK WOODS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SHARED ACCESS FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.

4. A PRIVATE SHARED ACCESS EASEMENT IS HEREBY DEDICATED TO THE OWNERS OF LOTS 81 THROUGH 107 OVER TRACT C. THE MCCORMICK WOODS ASSOCIATION (HOA) SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SHARED ACCESS FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.

TRACT NOTES:

1) TRACT A IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION FOR THE BENEFIT OF LOTS 35 AND 36.

2) TRACT B IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION FOR THE BENEFIT OF LOTS 15, 16, 17 AND TRACT COS 72.

3) TRACT C IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION FOR THE BENEFIT OF LOTS 81 THROUGH 107.

4) TRACT COS 67 IS A STORM DRAINAGE TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION.

5) TRACT COS 72 IS AN OPEN SPACE TRACT, TO BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION.

6) FUTURE DEVELOPMENT TRACT 1 IS A FUTURE PHASE DEVELOPMENT, TO BE OWNED AND MAINTAINED BY MCCORMICK DEVELOPMENT CORPORATION.

7) FUTURE DEVELOPMENT TRACT 2 IS A FUTURE PHASE DEVELOPMENT, TO BE OWNED AND MAINTAINED BY MCCORMICK COMMUNITIES LLC.

8) FUTURE DEVELOPMENT TRACT 3 IS A FUTURE PHASE DEVELOPMENT, TO BE OWNED AND MAINTAINED BY MCCORMICK COMMUNITIES LLC.

9) FUTURE DEVELOPMENT TRACT 4 IS A FUTURE PHASE DEVELOPMENT, TO BE OWNED AND MAINTAINED BY MCCORMICK COMMUNITIES LLC.

IMPERVIOUS SURFACE NOTE:

TOTAL IMPERVIOUS AREA IS ACCOUNTED FOR WITHIN THE OVERALL DRAINAGE FACILITIES OF THE PLAT. TOTAL IMPERVIOUS SURFACE ALLOCATED PER LOT IS AS FOLLOWS: 2,400 SQUARE FEET FOR LOTS 1-14 AND 81-107; 3,264 SQUARE FEET FOR LOTS 15-31, 35-48, 50-55, 58-71, 74-80 AND 109-114; AND 3,909 SQUARE FEET FOR LOTS 32-34, 49, 56-57, 72-73, 108 AND 115-123. IMPERVIOUS AREA CAN BE REALLOCATED BETWEEN LOTS AS LONG THE TOTAL IMPERVIOUS SURFACE OF ALL 123 LOTS OF THIS PLAT DOES NOT EXCEED 377,640 SQUARE FEET.

JOB NO.23-121

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
2/12/26

CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
945 Fawcett Avenue, Tacoma, WA. 98402
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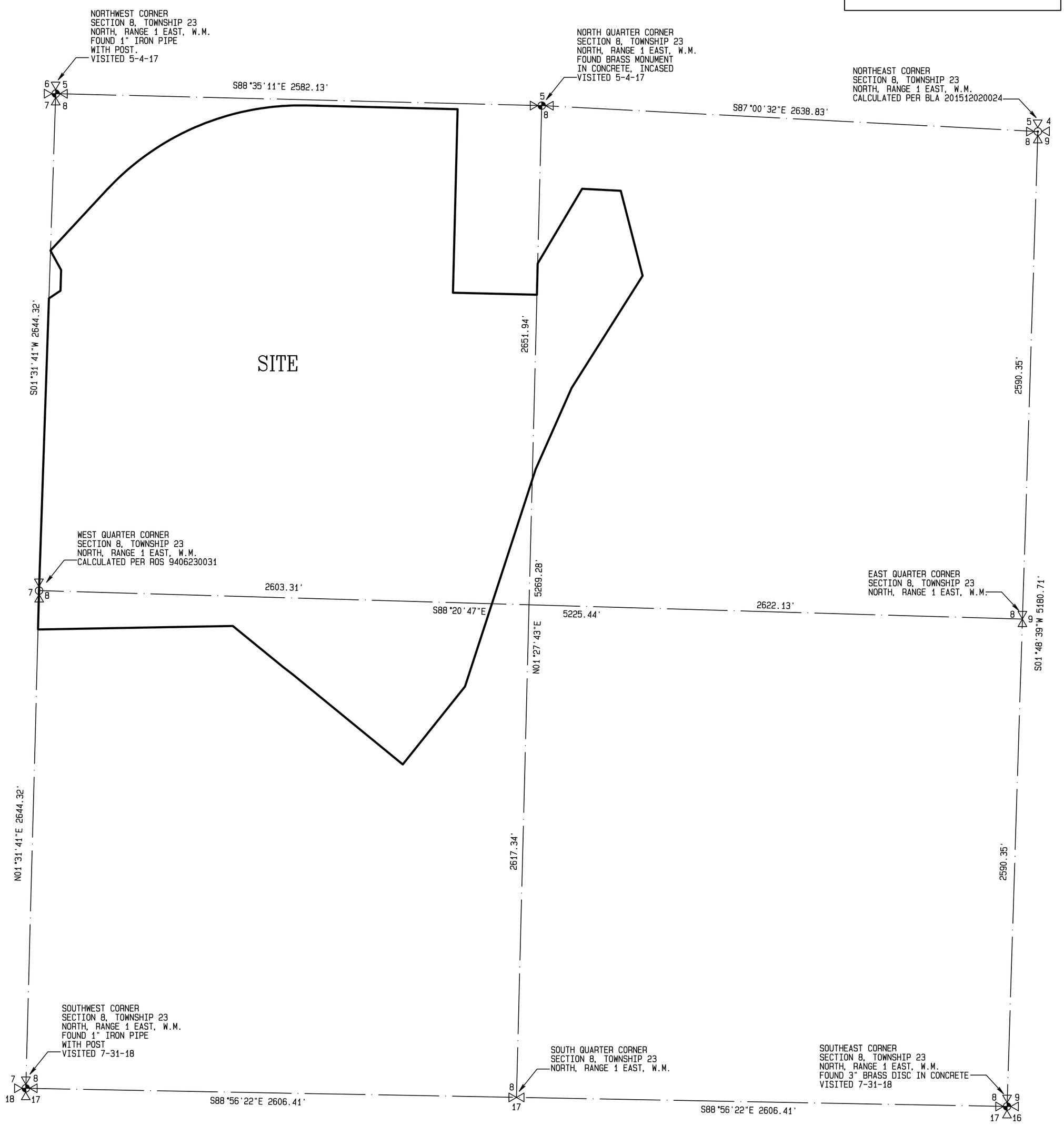
SHEET 2 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1

CONTROL SKETCH



SCALE: 1" = 400'

LEGEND:

= FOUND MONUMENT AS NOTED

= CALCULATED MONUMENT POSITION

JOB NO.23-121

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/12/26

CONTOUR
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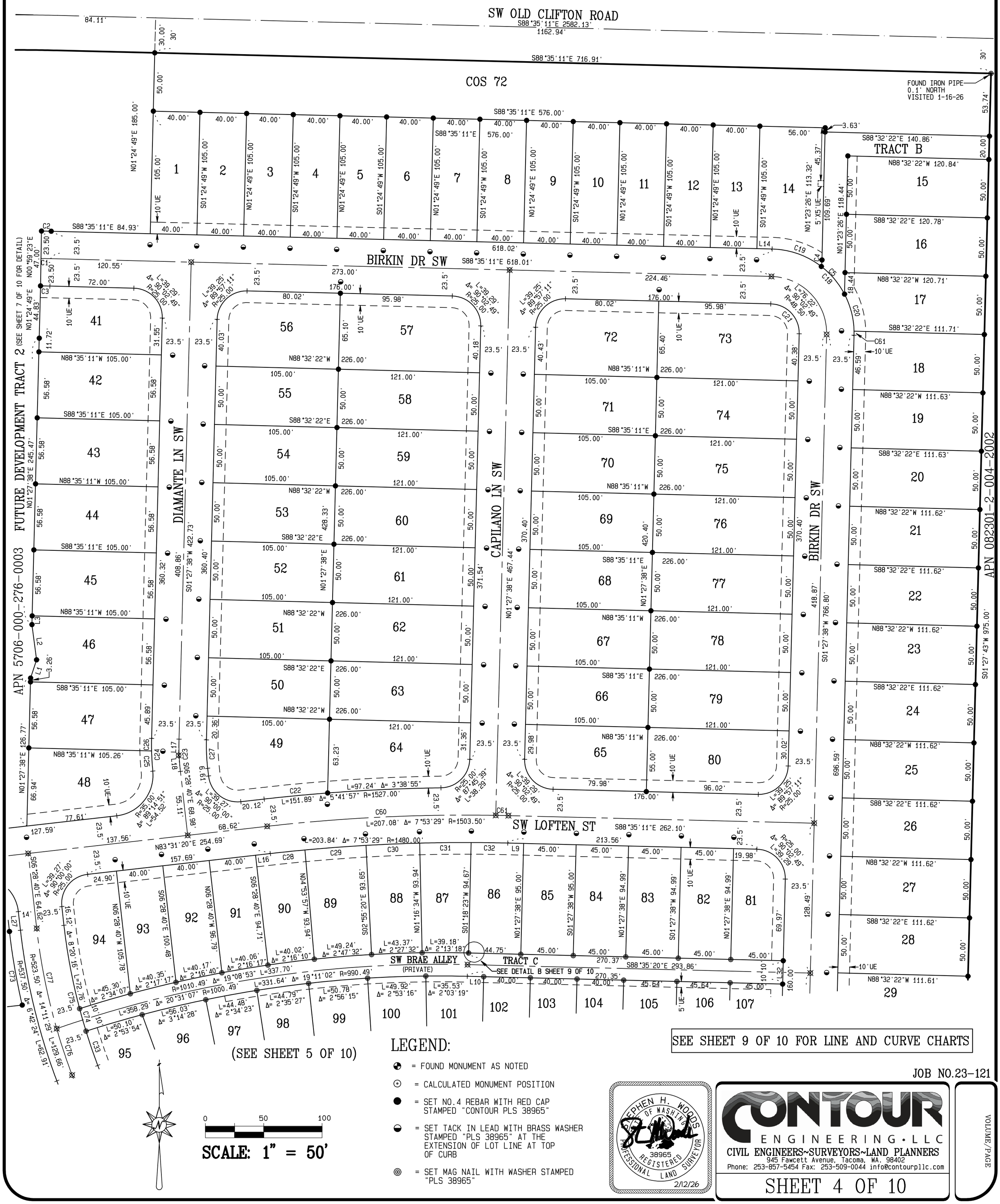
SHEET 3 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1



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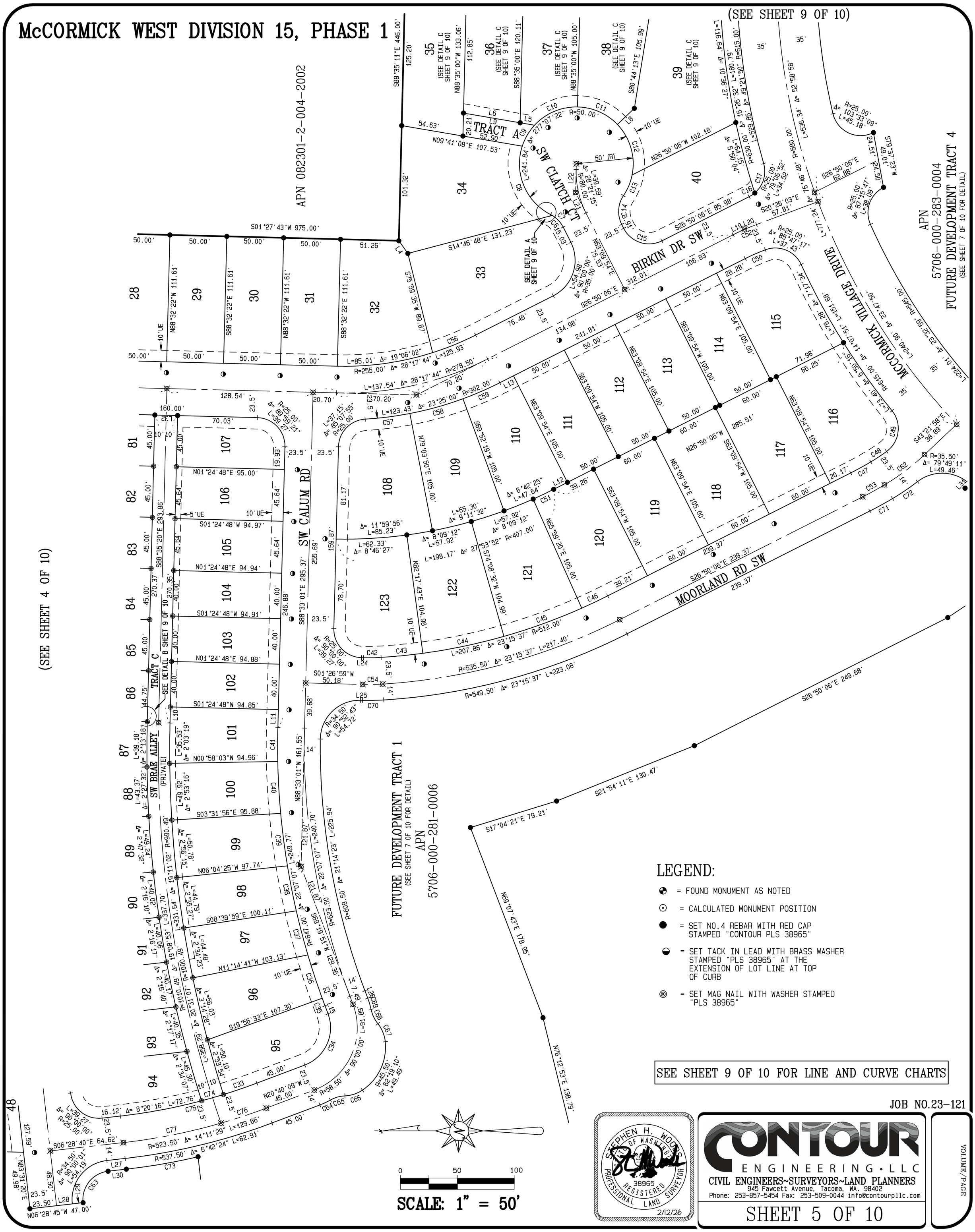
SHEET 4 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1



LEGEND:

- = FOUND MONUMENT AS NOTED
- = CALCULATED MONUMENT POSITION
- = SET NO.4 REBAR WITH RED CAP STAMPED "CONTOUR PLS 38965"
- = SET TACK IN LEAD WITH BRASS WASHER STAMPED "PLS 38965" AT THE EXTENSION OF LOT LINE AT TOP OF CURB
- = SET MAG NAIL WITH WASHER STAMPED "PLS 38965"

SEE SHEET 9 OF 10 FOR LINE AND CURVE CHARTS

JOB NO.23-121

STEPHEN H. WOODS — STATE OF WASHINGTON — 38965 — REGISTERED PROFESSIONAL LAND SURVEYOR — 2/12/26

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SHEET 5 OF 10

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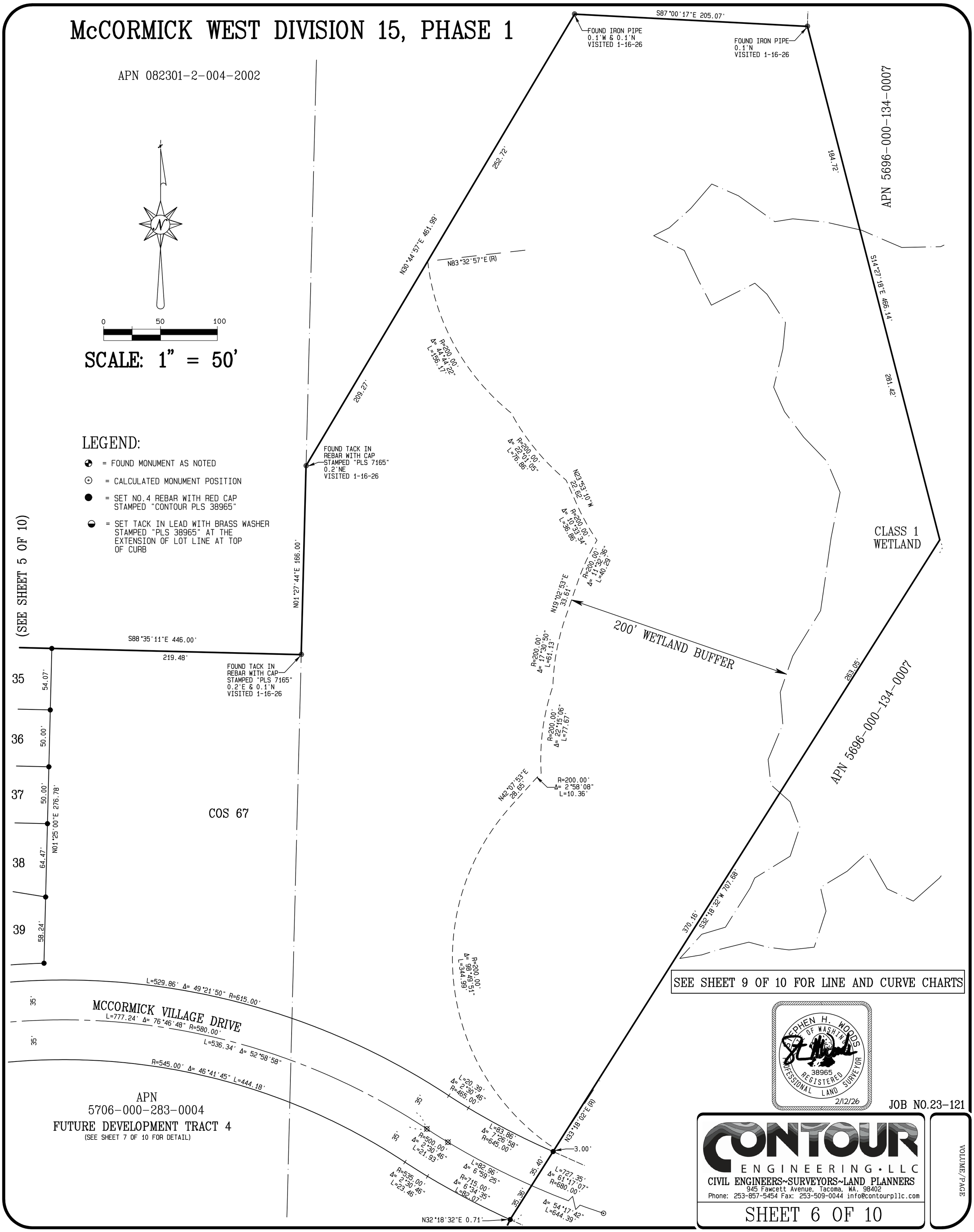
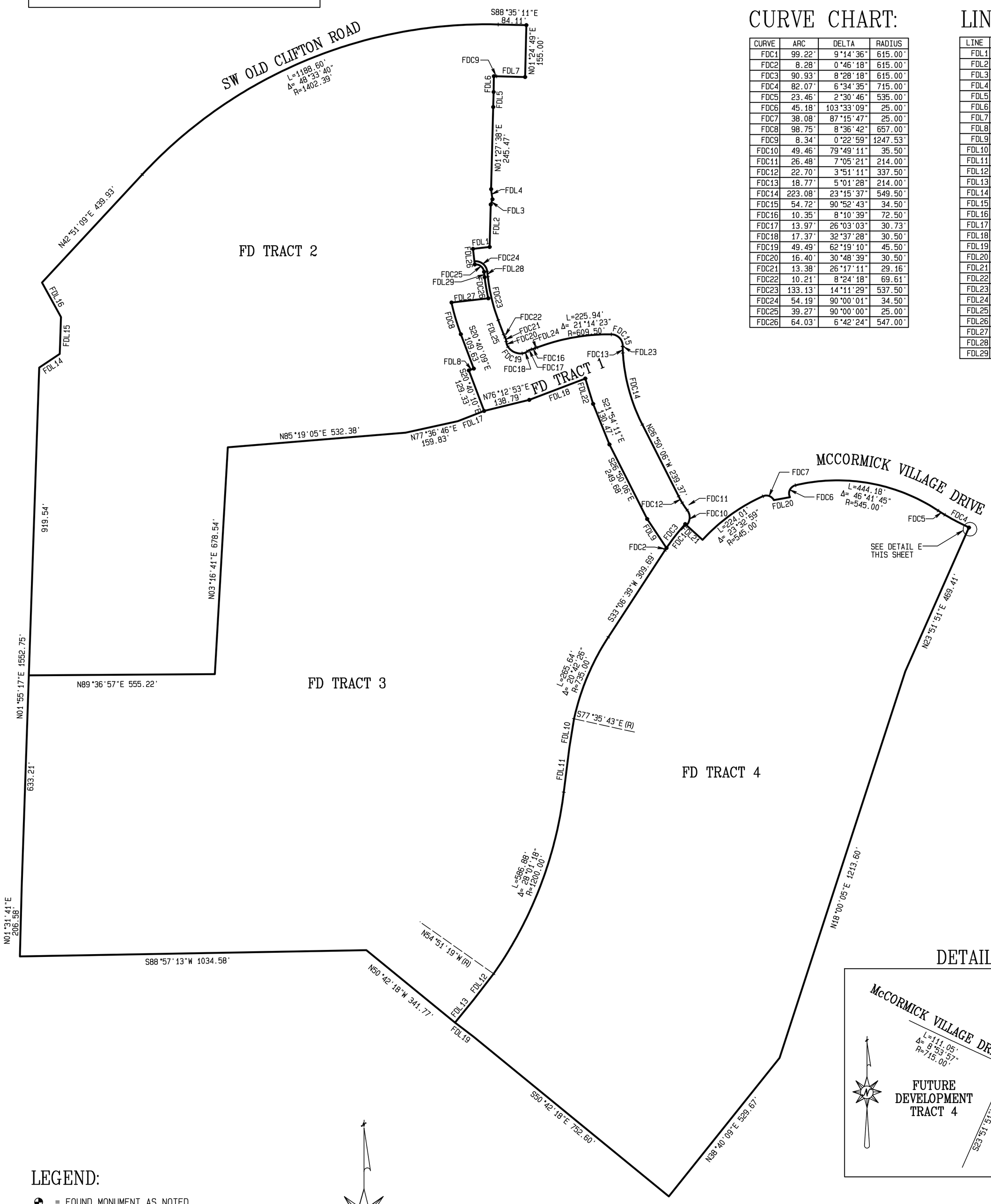


McCORMICK WEST DIVISION 15, PHASE 1

FUTURE DEVELOPMENT TRACTS



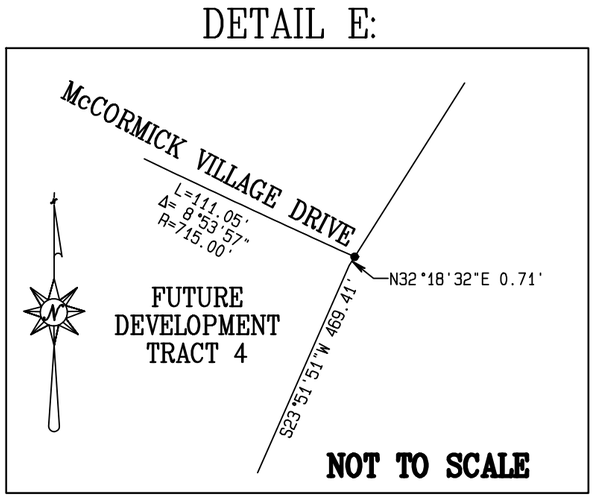
CURVE CHART:

CURVE	ARC	DELTA	RADIUS
FDC1	99.22'	9°14'36"	615.00'
FDC2	8.28'	0°46'18"	615.00'
FDC3	90.93'	8°28'18"	615.00'
FDC4	82.07'	6°34'35"	715.00'
FDC5	23.46'	2°30'46"	535.00'
FDC6	45.18'	103°33'09"	25.00'
FDC7	38.08'	87°15'47"	25.00'
FDC8	98.75'	8°36'42"	657.00'
FDC9	8.34'	0°22'59"	1247.53'
FDC10	49.46'	79°49'11"	35.50'
FDC11	26.48'	7°05'21"	214.00'
FDC12	22.70'	3°51'11"	337.50'
FDC13	18.77'	5°01'28"	214.00'
FDC14	223.08'	23°15'37"	549.50'
FDC15	54.72'	90°52'43"	34.50'
FDC16	10.35'	8°10'39"	72.50'
FDC17	13.97'	26°03'03"	30.73'
FDC18	17.37'	32°37'28"	30.50'
FDC19	49.49'	62°19'10"	45.50'
FDC20	16.40'	30°48'39"	30.50'
FDC21	13.38'	26°17'11"	29.16'
FDC22	10.21'	8°24'18"	69.61'
FDC23	133.13'	14°11'29"	537.50'
FDC24	54.19'	90°00'01"	34.50'
FDC25	39.27'	90°00'00"	25.00'
FDC26	64.03'	6°42'24"	547.00'

LINE CHART:

LINE	BEARING	DISTANCE
FDL1	S83°31'20"W	49.98'
FDL2	N01°27'38"E	126.77'
FDL3	N18°02'38"E	16.48'
FDL4	N07°25'52"W	30.43'
FDL5	N01°24'49"E	44.83'
FDL6	S00°59'23"W	47.00'
FDL7	N88°35'11"W	84.93'
FDL8	S69°19'51"W	15.75'
FDL9	S33°38'53"E	104.06'
FDL10	S09°09'44"W	87.70'
FDL11	S07°07'23"W	133.78'
FDL12	S37°28'15"W	98.86'
FDL13	S39°17'42"W	87.19'
FDL14	N56°16'42"E	73.83'
FDL15	N01°55'17"E	110.00'
FDL16	N28°43'33"W	117.71'
FDL17	N68°37'36"E	84.30'
FDL18	N69°07'43"E	178.95'
FDL19	S52°52'25"E	70.05'
FDL20	N79°37'23"E	49.01'
FDL21	N47°38'39"W	70.00'
FDL22	S17°04'21"E	79.21'
FDL23	N01°26'59"E	1.61'
FDL24	S69°19'51"W	7.04'
FDL25	N20°40'09"W	45.00'
FDL26	N06°28'45"W	47.00'
FDL27	N83°31'20"E	110.63'
FDL28	N06°28'40"W	16.12'
FDL29	S06°28'40"E	16.12'

DETAIL E:



LEGEND:

- ◕ = FOUND MONUMENT AS NOTED
- ⊙ = CALCULATED MONUMENT POSITION
- ● = SET NO.4 REBAR WITH RED CAP STAMPED "CONTOUR PLS 38965"
- ◒ = SET TACK IN LEAD WITH BRASS WASHER STAMPED "PLS 38965" AT THE EXTENSION OF LOT LINE AT TOP OF CURB

0 200 400

SCALE:
1" = 200'

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
2/12/26

JOB NO.23-121

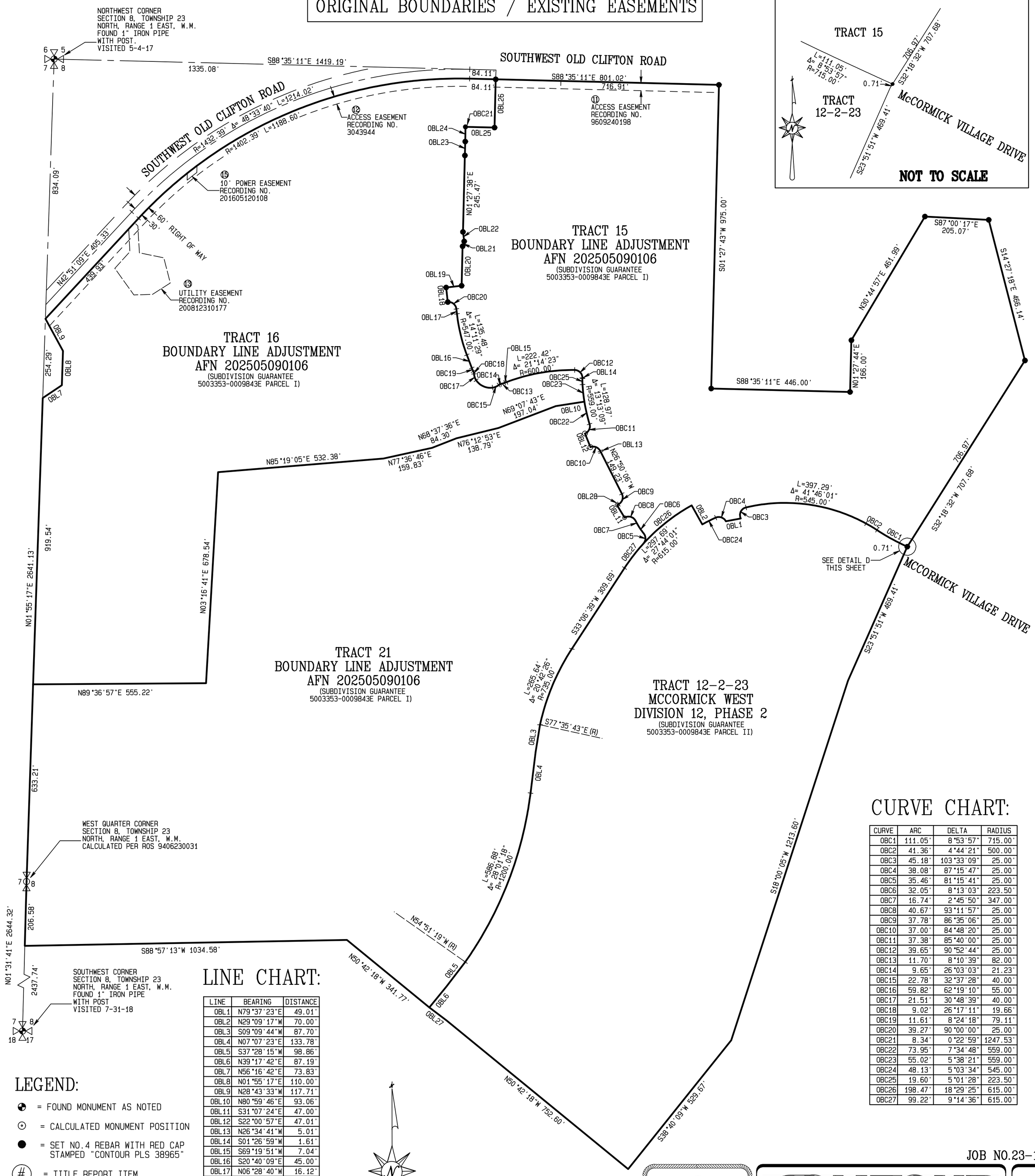
CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
945 Fawcett Avenue, Tacoma, WA. 98402
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 7 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1

ORIGINAL BOUNDARIES / EXISTING EASEMENTS



DETAIL D:

CURVE CHART:

CURVE	ARC	DELTA	RADIUS
OBC1	111.05'	8°53'57"	715.00'
OBC2	41.36'	4°44'21"	500.00'
OBC3	45.18'	103°33'09"	25.00'
OBC4	38.08'	87°15'47"	25.00'
OBC5	35.46'	81°15'41"	25.00'
OBC6	32.05'	8°13'03"	223.50'
OBC7	16.74'	2°45'50"	347.00'
OBC8	40.67'	93°11'57"	25.00'
OBC9	37.78'	86°35'06"	25.00'
OBC10	37.00'	84°48'20"	25.00'
OBC11	37.38'	85°40'00"	25.00'
OBC12	39.65'	90°52'44"	25.00'
OBC13	11.70'	8°10'39"	82.00'
OBC14	9.65'	26°03'03"	21.23'
OBC15	22.78'	32°37'28"	40.00'
OBC16	59.82'	62°19'10"	55.00'
OBC17	21.51'	30°48'39"	40.00'
OBC18	9.02'	26°17'11"	19.66'
OBC19	11.61'	8°24'18"	79.11'
OBC20	39.27'	90°00'00"	25.00'
OBC21	8.34'	0°22'59"	1247.53'
OBC22	73.95'	7°34'48"	559.00'
OBC23	55.02'	5°38'21"	559.00'
OBC24	48.13'	5°03'34"	545.00'
OBC25	19.60'	5°01'28"	223.50'
OBC26	198.47'	18°29'25"	615.00'
OBC27	99.22'	9°14'36"	615.00'

LINE CHART:

LINE	BEARING	DISTANCE
OBL1	N79°37'23"E	49.01'
OBL2	N29°09'17"W	70.00'
OBL3	S09°09'44"W	87.70'
OBL4	N07°07'23"E	133.78'
OBL5	S37°28'15"W	98.86'
OBL6	N39°17'42"E	87.19'
OBL7	N56°16'42"E	73.83'
OBL8	N01°55'17"E	110.00'
OBL9	N28°43'33"W	117.71'
OBL10	N80°59'46"E	93.06'
OBL11	S31°07'24"E	47.00'
OBL12	S22°00'57"E	47.01'
OBL13	N26°34'41"W	5.01'
OBL14	S01°26'59"W	1.61'
OBL15	S69°19'51"W	7.04'
OBL16	S20°40'09"E	45.00'
OBL17	N06°28'40"W	16.12'
OBL18	S06°28'45"E	47.00'
OBL19	N83°31'20"E	49.98'
OBL20	N01°27'38"E	126.77'
OBL21	N18°02'38"E	16.48'
OBL22	N07°25'52"W	30.43'
OBL23	N01°24'49"E	44.83'
OBL24	N00°59'23"E	47.00'
OBL25	S88°35'11"E	84.93'
OBL26	N01°24'49"E	155.00'
OBL27	S52°52'25"E	70.05'
OBL28	N59°18'48"E	6.82'

LEGEND:

- = FOUND MONUMENT AS NOTED
- = CALCULATED MONUMENT POSITION
- = SET NO.4 REBAR WITH RED CAP STAMPED "CONTOUR PLS 38965"
- # = TITLE REPORT ITEM
- = SET TACK IN LEAD WITH BRASS WASHER STAMPED "PLS 38965" AT THE EXTENSION OF LOT LINE AT TOP OF CURB

0 200 400

SCALE:
1" = 200'

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
2/12/26

JOB NO.23-121

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SHEET 8 OF 10

VOLUME/PAGE

McCORMICK WEST DIVISION 15, PHASE 1

ADDRESSES:

LOT 1	4657 BIRKIN DRIVE SOUTHWEST	
LOT 2	4671 BIRKIN DRIVE SOUTHWEST	
LOT 3	4685 BIRKIN DRIVE SOUTHWEST	
LOT 4	4699 BIRKIN DRIVE SOUTHWEST	
LOT 5	4713 BIRKIN DRIVE SOUTHWEST	
LOT 6	4727 BIRKIN DRIVE SOUTHWEST	
LOT 7	4741 BIRKIN DRIVE SOUTHWEST	
LOT 8	4755 BIRKIN DRIVE SOUTHWEST	
LOT 9	4769 BIRKIN DRIVE SOUTHWEST	
LOT 10	4783 BIRKIN DRIVE SOUTHWEST	
LOT 11	4797 BIRKIN DRIVE SOUTHWEST	
LOT 12	4811 BIRKIN DRIVE SOUTHWEST	
LOT 13	4825 BIRKIN DRIVE SOUTHWEST	
LOT 14	4839 BIRKIN DRIVE SOUTHWEST	
LOT 15	4853 BIRKIN DRIVE SOUTHWEST	
LOT 16	4865 BIRKIN DRIVE SOUTHWEST	
LOT 17	4877 BIRKIN DRIVE SOUTHWEST	
LOT 18	4901 BIRKIN DRIVE SOUTHWEST	
LOT 19	4913 BIRKIN DRIVE SOUTHWEST	
LOT 20	4929 BIRKIN DRIVE SOUTHWEST	
LOT 21	4945 BIRKIN DRIVE SOUTHWEST	
LOT 22	4961 BIRKIN DRIVE SOUTHWEST	
LOT 23	4973 BIRKIN DRIVE SOUTHWEST	
LOT 24	4979 BIRKIN DRIVE SOUTHWEST	
LOT 25	4993 BIRKIN DRIVE SOUTHWEST	
LOT 26	5009 BIRKIN DRIVE SOUTHWEST	
LOT 27	5025 BIRKIN DRIVE SOUTHWEST	
LOT 28	5041 BIRKIN DRIVE SOUTHWEST	
LOT 29	5057 BIRKIN DRIVE SOUTHWEST	
LOT 30	5073 BIRKIN DRIVE SOUTHWEST	
LOT 31	5089 BIRKIN DRIVE SOUTHWEST	
LOT 32	5105 BIRKIN DRIVE SOUTHWEST	
LOT 33	5115 SOUTHWEST CLATCH COURT	
LOT 34	5125 SOUTHWEST CLATCH COURT	
LOT 35	5135 SOUTHWEST CLATCH COURT	
LOT 36	5145 SOUTHWEST CLATCH COURT	
LOT 37	5155 SOUTHWEST CLATCH COURT	
LOT 38	5165 SOUTHWEST CLATCH COURT	
LOT 39	5175 SOUTHWEST CLATCH COURT	
LOT 40	5185 SOUTHWEST CLATCH COURT	
LOT 41	4904 DIAMANTE LANE SOUTHWEST	
LOT 42	4916 DIAMANTE LANE SOUTHWEST	
LOT 43	4926 DIAMANTE LANE SOUTHWEST	
LOT 44	4938 DIAMANTE LANE SOUTHWEST	
LOT 45	4952 DIAMANTE LANE SOUTHWEST	
LOT 46	4966 DIAMANTE LANE SOUTHWEST	
LOT 47	4980 DIAMANTE LANE SOUTHWEST	
LOT 48	4996 DIAMANTE LANE SOUTHWEST	
LOT 49	4997 DIAMANTE LANE SOUTHWEST	
LOT 50	4983 DIAMANTE LANE SOUTHWEST	
LOT 51	4969 DIAMANTE LANE SOUTHWEST	
LOT 52	4955 DIAMANTE LANE SOUTHWEST	
LOT 53	4941 DIAMANTE LANE SOUTHWEST	
LOT 54	4929 DIAMANTE LANE SOUTHWEST	
LOT 55	4917 DIAMANTE LANE SOUTHWEST	
LOT 56	4903 DIAMANTE LANE SOUTHWEST	
LOT 57	4902 CAPILANO LANE SOUTHWEST	
LOT 58	4914 CAPILANO LANE SOUTHWEST	
LOT 59	4928 CAPILANO LANE SOUTHWEST	
LOT 60	4940 CAPILANO LANE SOUTHWEST	
LOT 61	4954 CAPILANO LANE SOUTHWEST	
LOT 62	4968 CAPILANO LANE SOUTHWEST	
LOT 63	4982 CAPILANO LANE SOUTHWEST	
LOT 64	4998 CAPILANO LANE SOUTHWEST	
LOT 65	4999 CAPILANO LANE SOUTHWEST	
LOT 66	4985 CAPILANO LANE SOUTHWEST	
LOT 67	4971 CAPILANO LANE SOUTHWEST	
LOT 68	4957 CAPILANO LANE SOUTHWEST	
LOT 69	4943 CAPILANO LANE SOUTHWEST	
LOT 70	4931 CAPILANO LANE SOUTHWEST	
LOT 71	4915 CAPILANO LANE SOUTHWEST	
LOT 72	4905 CAPILANO LANE SOUTHWEST	
LOT 73	4900 BIRKIN DRIVE SOUTHWEST	
LOT 74	4914 BIRKIN DRIVE SOUTHWEST	
LOT 75	4930 BIRKIN DRIVE SOUTHWEST	
LOT 76	4946 BIRKIN DRIVE SOUTHWEST	
LOT 77	4962 BIRKIN DRIVE SOUTHWEST	
LOT 78	4974 BIRKIN DRIVE SOUTHWEST	
LOT 79	4980 BIRKIN DRIVE SOUTHWEST	
LOT 80	4994 BIRKIN DRIVE SOUTHWEST	
LOT 81	4200 SOUTHWEST LOFTEN STREET	
LOT 82	4212 SOUTHWEST LOFTEN STREET	
LOT 83	4224 SOUTHWEST LOFTEN STREET	
LOT 84	4236 SOUTHWEST LOFTEN STREET	
LOT 85	4246 SOUTHWEST LOFTEN STREET	
LOT 86	4260 SOUTHWEST LOFTEN STREET	
LOT 87	4272 SOUTHWEST LOFTEN STREET	
LOT 88	4284 SOUTHWEST LOFTEN STREET	
LOT 89	4300 SOUTHWEST LOFTEN STREET	
LOT 90	4316 SOUTHWEST LOFTEN STREET	
LOT 91	4332 SOUTHWEST LOFTEN STREET	
LOT 92	4348 SOUTHWEST LOFTEN STREET	
LOT 93	4364 SOUTHWEST LOFTEN STREET	
LOT 94	4380 SOUTHWEST LOFTEN STREET	
LOT 95	4367 SOUTHWEST CALUM ROAD	
LOT 96	4349 SOUTHWEST CALUM ROAD	
LOT 97	4335 SOUTHWEST CALUM ROAD	
LOT 98	4317 SOUTHWEST CALUM ROAD	
LOT 99	4301 SOUTHWEST CALUM ROAD	
LOT 100	4285 SOUTHWEST CALUM ROAD	
LOT 101	4273 SOUTHWEST CALUM ROAD	
LOT 102	4261 SOUTHWEST CALUM ROAD	
LOT 103	4249 SOUTHWEST CALUM ROAD	
LOT 104	4237 SOUTHWEST CALUM ROAD	
LOT 105	4225 SOUTHWEST CALUM ROAD	
LOT 106	4213 SOUTHWEST CALUM ROAD	
LOT 107	4201 SOUTHWEST CALUM ROAD	
LOT 108	5104 BIRKIN DRIVE SOUTHWEST	
LOT 109	5118 BIRKIN DRIVE SOUTHWEST	
LOT 110	5132 BIRKIN DRIVE SOUTHWEST	
LOT 111	5146 BIRKIN DRIVE SOUTHWEST	
LOT 112	5160 BIRKIN DRIVE SOUTHWEST	
LOT 113	5172 BIRKIN DRIVE SOUTHWEST	
LOT 114	5184 BIRKIN DRIVE SOUTHWEST	
LOT 115	5198 BIRKIN DRIVE SOUTHWEST	
LOT 116	5199 MOORLAND ROAD SOUTHWEST	
LOT 117	5187 MOORLAND ROAD SOUTHWEST	
LOT 118	5173 MOORLAND ROAD SOUTHWEST	
LOT 119	5159 MOORLAND ROAD SOUTHWEST	
LOT 120	5145 MOORLAND ROAD SOUTHWEST	
LOT 121	5131 MOORLAND ROAD SOUTHWEST	
LOT 122	5117 MOORLAND ROAD SOUTHWEST	
LOT 123	5103 MOORLAND ROAD SOUTHWEST	

AREAS:

LOT 1	4200 SQ. FT. /	0.096 ACRES
LOT 2	4200 SQ. FT. /	0.096 ACRES
LOT 3	4200 SQ. FT. /	0.096 ACRES
LOT 4	4200 SQ. FT. /	0.096 ACRES
LOT 5	4200 SQ. FT. /	0.096 ACRES
LOT 6	4200 SQ. FT. /	0.096 ACRES
LOT 7	4200 SQ. FT. /	0.096 ACRES
LOT 8	4200 SQ. FT. /	0.096 ACRES
LOT 9	4200 SQ. FT. /	0.096 ACRES
LOT 10	4200 SQ. FT. /	0.096 ACRES
LOT 11	4200 SQ. FT. /	0.096 ACRES
LOT 12	4200 SQ. FT. /	0.096 ACRES
LOT 13	4200 SQ. FT. /	0.096 ACRES
LOT 14	6076 SQ. FT. /	0.139 ACRES
LOT 15	6040 SQ. FT. /	0.139 ACRES
LOT 16	6037 SQ. FT. /	0.139 ACRES
LOT 17	5851 SQ. FT. /	0.134 ACRES
LOT 18	5581 SQ. FT. /	0.128 ACRES
LOT 19	5581 SQ. FT. /	0.128 ACRES
LOT 20	5581 SQ. FT. /	0.128 ACRES
LOT 21	5581 SQ. FT. /	0.128 ACRES
LOT 22	5581 SQ. FT. /	0.128 ACRES
LOT 23	5581 SQ. FT. /	0.128 ACRES
LOT 24	5581 SQ. FT. /	0.128 ACRES
LOT 25	5581 SQ. FT. /	0.128 ACRES
LOT 26	5581 SQ. FT. /	0.128 ACRES
LOT 27	5581 SQ. FT. /	0.128 ACRES
LOT 28	5581 SQ. FT. /	0.128 ACRES
LOT 29	5581 SQ. FT. /	0.128 ACRES
LOT 30	5581 SQ. FT. /	0.128 ACRES
LOT 31	5581 SQ. FT. /	0.128 ACRES
LOT 32	7581 SQ. FT. /	0.174 ACRES
LOT 33	10773 SQ. FT. /	0.247 ACRES
LOT 34	10060 SQ. FT. /	0.231 ACRES
LOT 35	6981 SQ. FT. /	0.160 ACRES
LOT 36	5824 SQ. FT. /	0.134 ACRES
LOT 37	5649 SQ. FT. /	0.130 ACRES
LOT 38	6275 SQ. FT. /	0.144 ACRES
LOT 39	10791 SQ. FT. /	0.248 ACRES
LOT 40	7310 SQ. FT. /	0.168 ACRES
LOT 41	5807 SQ. FT. /	0.133 ACRES
LOT 42	5940 SQ. FT. /	0.136 ACRES
LOT 43	5940 SQ. FT. /	0.136 ACRES
LOT 44	5940 SQ. FT. /	0.136 ACRES
LOT 45	5940 SQ. FT. /	0.136 ACRES
LOT 46	5833 SQ. FT. /	0.134 ACRES
LOT 47	5941 SQ. FT. /	0.136 ACRES
LOT 48	6162 SQ. FT. /	0.141 ACRES
LOT 49	7051 SQ. FT. /	0.162 ACRES
LOT 50	5250 SQ. FT. /	0.121 ACRES
LOT 51	5250 SQ. FT. /	0.121 ACRES
LOT 52	5250 SQ. FT. /	0.121 ACRES
LOT 53	5250 SQ. FT. /	0.121 ACRES
LOT 54	5250 SQ. FT. /	0.121 ACRES
LOT 55	5250 SQ. FT. /	0.121 ACRES
LOT 56	6697 SQ. FT. /	0.154 ACRES
LOT 57	7749 SQ. FT. /	0.178 ACRES
LOT 58	6050 SQ. FT. /	0.139 ACRES
LOT 59	6050 SQ. FT. /	0.139 ACRES
LOT 60	6050 SQ. FT. /	0.139 ACRES
LOT 61	6050 SQ. FT. /	0.139 ACRES
LOT 62	6050 SQ. FT. /	0.139 ACRES
LOT 63	6050 SQ. FT. /	0.139 ACRES
LOT 64	6968 SQ. FT. /	0.160 ACRES
LOT 65	5641 SQ. FT. /	0.129 ACRES
LOT 66	5250 SQ. FT. /	0.121 ACRES
LOT 67	5250 SQ. FT. /	0.121 ACRES
LOT 68	5250 SQ. FT. /	0.121 ACRES
LOT 69	5250 SQ. FT. /	0.121 ACRES
LOT 70	5250 SQ. FT. /	0.121 ACRES
LOT 71	5250 SQ. FT. /	0.121 ACRES
LOT 72	6734 SQ. FT. /	0.155 ACRES
LOT 73	7780 SQ. FT. /	0.179 ACRES
LOT 74	6050 SQ. FT. /	0.139 ACRES
LOT 75	6050 SQ. FT. /	0.139 ACRES
LOT 76	6050 SQ. FT. /	0.139 ACRES
LOT 77	6050 SQ. FT. /	0.139 ACRES
LOT 78	6050 SQ. FT. /	0.139 ACRES
LOT 79	6050 SQ. FT. /	0.139 ACRES
LOT 80	6521 SQ. FT. /	0.150 ACRES
LOT 81	4140 SQ. FT. /	0.095 ACRES
LOT 82	4275 SQ. FT. /	0.098 ACRES
LOT 83	4275 SQ. FT. /	0.098 ACRES
LOT 84	4275 SQ. FT. /	0.098 ACRES
LOT 85	4275 SQ. FT. /	0.098 ACRES
LOT 86	4259 SQ. FT. /	0.098 ACRES
LOT 87	3953 SQ. FT. /	0.091 ACRES
LOT 88	4192 SQ. FT. /	0.096 ACRES
LOT 89	4767 SQ. FT. /	0.109 ACRES
LOT 90	3894 SQ. FT. /	0.089 ACRES
LOT 91	3825 SQ. FT. /	0.088 ACRES
LOT 92	3940 SQ. FT. /	0.090 ACRES
LOT 93	4120 SQ. FT. /	0.095 ACRES
LOT 94	5225 SQ. FT. /	0.120 ACRES
LOT 95	5225 SQ. FT. /	0.120 ACRES
LOT 96	5042 SQ. FT. /	0.116 ACRES
LOT 97	4285 SQ. FT. /	0.098 ACRES
LOT 98	4207 SQ. FT. /	0.097 ACRES
LOT 99	4705 SQ. FT. /	0.108 ACRES
LOT 100	4557 SQ. FT. /	0.105 ACRES
LOT 101	4518 SQ. FT. /	0.104 ACRES
LOT 102	3795 SQ. FT. /	0.087 ACRES
LOT 103	3796 SQ. FT. /	0.087 ACRES
LOT 104	3797 SQ. FT. /	0.087 ACRES
LOT 105	4334 SQ. FT. /	0.099 ACRES
LOT 106	4335 SQ. FT. /	0.100 ACRES
LOT 107	4138 SQ. FT. /	0.095 ACRES
LOT 108	7641 SQ. FT. /	0.175 ACRES
LOT 109	5972 SQ. FT. /	0.137 ACRES
LOT 110	5778 SQ. FT. /	0.133 ACRES
LOT 111	5250 SQ. FT. /	0.121 ACRES
LOT 112	5250 SQ. FT. /	0.121 ACRES
LOT 113	5250 SQ. FT. /	0.121 ACRES
LOT 114	5250 SQ. FT. /	0.121 ACRES
LOT 115	7189 SQ. FT. /	0.165 ACRES
LOT 116	7468 SQ. FT. /	0.171 ACRES
LOT 117	6300 SQ. FT. /	0.145 ACRES
LOT 118	6300 SQ. FT. /	0.145 ACRES
LOT 119	6300 SQ. FT. /	0.145 ACRES
LOT 120	6495 SQ. FT. /	0.149 ACRES
LOT 121	6865 SQ. FT. /	0.158 ACRES
LOT 122	6865 SQ. FT. /	0.158 ACRES
LOT 123	7261 SQ. FT. /	0.167 ACRES
TRACT FD-1	143729 SQ. FT. /	3.300 ACRES
TRACT FD-2	1702907 SQ. FT. /	39.093 ACRES
TRACT FD-3	2272538 SQ. FT. /	52.170 ACRES
TRACT FD-4	1689386 SQ. FT. /	38.783 ACRES
TRACT A	1146 SQ. FT. /	0.026 ACRES
TRACT B	4925 SQ. FT. /	0.113 ACRES
TRACT C	12101 SQ. FT. /	0.278 ACRES
TRACT COS 67	448924 SQ. FT. /	10.306 ACRES
TRACT COS 72	36364 SQ. FT. /	0.835 ACRES
PUBLIC RIGHT OF WAY	294135 SQ. FT. /	6.752 ACRES
TRACT 15	1482896 SQ. FT. /	34.043 ACRES
TRACT 16	1779946 SQ. FT. /	40.862 ACRES
TRACT 21	2324637 SQ. FT. /	53.366 ACRES
TRACT 12-2-23	1702485 SQ. FT. /	39.084 ACRES
OVERALL	7289964 SQ. FT. /	167.355 ACRES

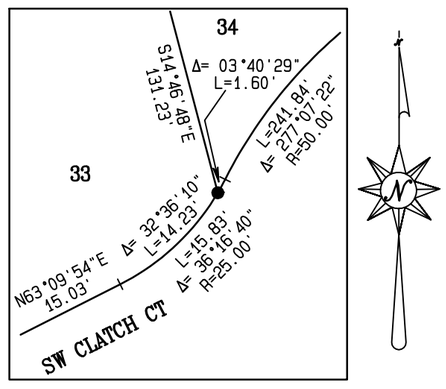
LINE CHART:

LINE	BEARING	DISTANCE
L1	N18°02'38"E	16.48'
L2	N07°25'52"W	30.43'
L3	N01°27'38"E	7.46'
L4	S54°34'36"W	13.69'
L5	N09°41'08"E	12.85'
L6	N09°41'08"E	50.53'
L7	S09°41'08"W	63.38'
L8	S43°43'35"E	20.53'
L9	S88°35'11"E	13.58'
L10	S88°35'20"E	14.07'
L11	N88°33'01"W	15.67'
L12	N26°50'06"W	13.53'
L13	S26°50'06"E	13.53'
L14	N88°35'11"W	13.09'
L15	N69°19'51"E	7.49'
L16	N83°31'20"E	12.79'
L17	S01°27'38"W	13.88'
L18	S06°28'40"E	13.88'
L19	N26°50'06"W	11.18'
L20	N20°26'03"W	11.18'
L21	S63°09'54"W	20.21'
L22	N88°28'51"W	25.19'
L23	S69°19'51"W	15.75'
L24	S01°26'59"W	1.68'
L25	N01°26'59"E	1.61'
L26	N69°19'51"E	7.04'
L27	S06°28'40"E	16.12'
L28	N06°28'45"W	14.00'
L29	N06°28'45"W	9.50'
L30	S06°28'40"E	16.12'
L31	N47°38'39"W	5.50'
L32	S01°27'38"W	20.00'

CURVE CHART:

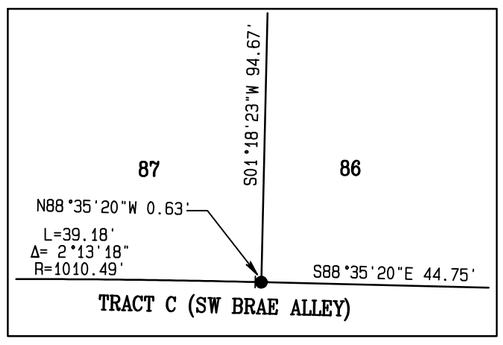
LINE	ARC	DELTA	RADIUS
C1	8.18'	0°22'59"	1224.03'
C2	8.35'	0°23'00"	1247.53'
C3	8.02'	0°22'57"	1200.53'
C4	5.60'	8°55'07"	36.00'
C5	31.15'	24°47'32"	72.00'
C6	14.23'	32°36'10"	25.00'
C7	15.83'	36°16'40"	25.00'
C8	70.85'	81°11'22"	50.00'
C9	21.55'	24°41'50"	50.00'
C10	42.20'	48°21'26"	50.00'
C11	39.39'	45°08'33"	50.00'
C12	48.06'	55°04'19"	50.00'
C13	19.78'	22°39'52"	50.00'
C14	26.55'	60°50'42"	25.00'
C15	39.27'	90°00'00"	25.00'
C16	5.99'	13°43'21"	25.00'
C17	28.53'	65°23'32"	25.00'
C18	113.16'	90°02'49"	72.00'
C19	45.49'	36°11'57"	72.00'
C20	33.11'	26°20'39"	72.00'
C21	39.29'	90°02'49"	25.00'
C22	54.65'	2°03'03"	1527.00'
C23	27.71'	7°56'18"	200.00'
C24	28.03'	7°11'09"	223.50'
C25	17.34'	4°26'40"	223.50'
C26	10.69'	2°44'29"	223.50'
C27	24.45'	7°56'18"	176.50'
C28	29.82'	1°09'16"	1480.00'
C29	52.47'	2°01'53"	1480.00'
C30	46.06'	1°46'59"	1480.00'
C31	44.06'	1°42'21"	1480.00'
C32	31.42'	1°12'59"	1480.00'
C33	31.07'	3°33'37"	500.00'
C34	54.98'	90°00'00"	35.00'
C35	7.07'	0°37'33"	647.00'
C36	40.07'	3°32'54"	647.00'
C37	40.05'	3°32'48"	647.00'
C38	40.40'	3°34'40"	647.00'
C39	46.53'	4°07'15"	647.00'
C40	45.66'	4°02'37"	647.00'
C41	29.99'	2°39'21"	647.00'
C42	15.48'	5°01'28"	176.50'
C43	36.90'	4°07'47"	512.00'
C44	72.86'	8°09'12"	512.00'
C45	72.86'	8°09'12"	512.00'
C46	25.24'	2°49'26"	512.00'
C47	20.17'	3°51'11"	300.00'
C48	16.65'	5°24'24"	176.50'
C49	40.50'	92°48'56"	25.00'
C50	19.31'	6°16'03"	176.50'
C51	20.01'	2°49'01"	407.00'
C52	22.34'	6°24'04"	200.00'
C53	21.75'	3°51'11"	323.50'
C54	17.54'	5°01'28"	200.00'
C55	3.41'	2°42'42"	72.00'
C56	40.92'	9°11'42"	255.00'
C57	39.63'	7°31'04"	302.00'
C58	48.45'	9°11'32"	302.00'
C59	35.35'	6°42'25"	302.00'
C60	196.17'	7°28'33"	1503.50'
C61	10.90'	0°24'56"	1503.50'
C62	44.25'	12°40'41"	200.00'
C63	39.27'	90°00'00"	25.00'
C64	10.21'	8°24'18"	69.61'
C65	13.38'	26°17'11"	29.16'
C66	16.40'	30°48'39"	30.50'
C67	17.37'	32°37'28"	30.50'
C68	13.97'	26°03'03"	30.73'
C69	10.35'	8°10'39"	72.50'
C70	18.77'	5°01'28"	214.00'
C71	22.70'	3°51'11"	337.50'
C72	26.48'	7°05'21"	214.00'
C73	64.03'	6°42'24"	547.00'
C74	20.01'	2°17'35"	500.00'
C75	123.84'	14°11'29"	500.00'
C76	41.99'	4°35'44"	523.50'
C77	87.67'	9°35'45"	523.50'

DETAIL A



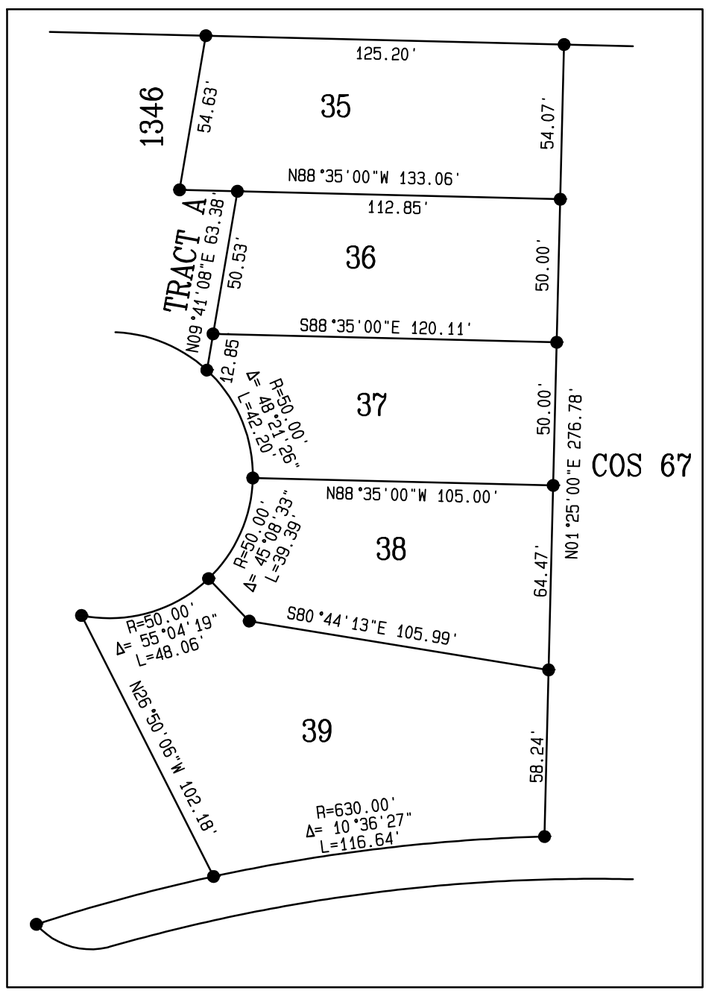
NOT TO SCALE

DETAIL B



NOT TO SCALE

DETAIL C



SCALE: 1" = 50'

LEGEND:

- ◐ = FOUND MONUMENT AS NOTED
- ⊙ = CALCULATED MONUMENT POSITION
- ● = SET NO.4 REBAR WITH RED CAP STAMPED "CONTOUR PLS 38965"
- ◒ = SET TACK IN LEAD WITH BRASS WASHER STAMPED "PLS 38965" AT THE EXTENSION OF LOT LINE AT TOP OF CURB

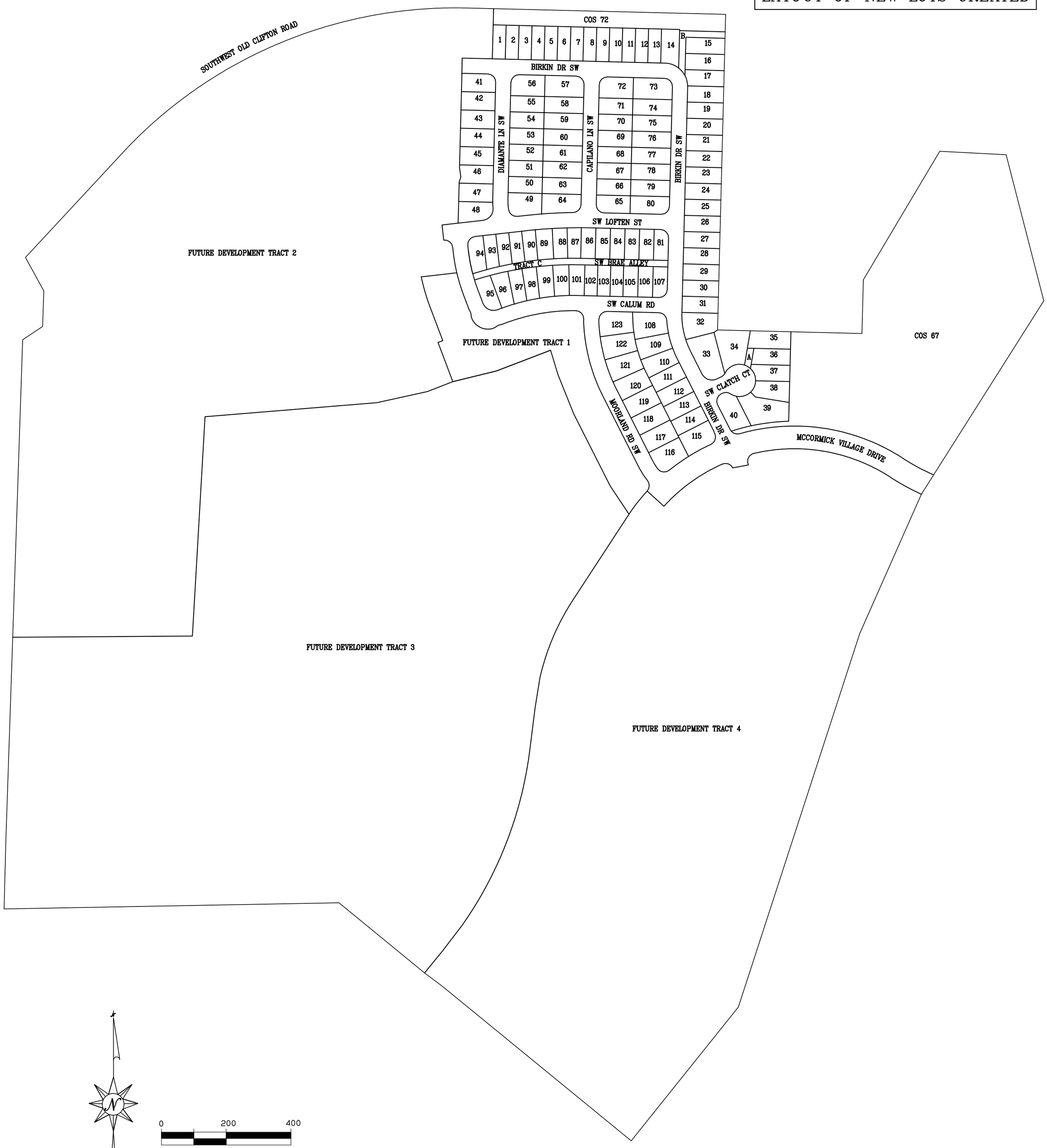
JOB NO.23-121

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
2/12/26

CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
945 Fawcett Avenue, Tacoma, WA. 98402
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

McCORMICK WEST DIVISION 15, PHASE 1

LAYOUT OF NEW LOTS CREATED



SCALE:
1" = 200'

JOB NO.23-121

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/12/26

CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
945 Fawcett Avenue, Tacoma, WA. 98402
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 10 OF 10

VOLUME/PAGE

February 19, 2026

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

Re: Recommendation of Approval of Final Plat for McCormick West Division 15, Phase 1

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the Kitsap County Hearing Examiner's Findings, Conclusions and Decision dated May 30, 2008 and minor plat amendments dated September 1, 2023, December 5, 2024, and January 29, 2026. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development.

I also state that the City of Port Orchard has confirmed that it has sufficient sewage disposal, pursuant to the recent completion of the McCormick Sewerage Lift Stations No. 1 and No. 2 improvements as outlined in the 2018 City of Port Orchard McCormick Woods Lift Stations No. 1 and No. 2 Agreement. With regards to water supply capacity, the development is located within the City of Port Orchard's Retail Water Service Area and sufficient water supply is available. Finally, the final plat documents have been reviewed, and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are complete and accepted. I therefore recommend approval of the final plat. If you should have any questions, or need additional information, please feel free to contact me at this office.

Sincerely,

Kenneth C. Hammer
K. Chris Hammer, P.E.
City Engineer

PUBLIC WORKS
216 PROSPECT ST PORT ORCHARD, WA 98366

PHONE (360)876.4991 | FAX (360) 876.4980
EMAIL: PUBLICWORKS@PORTORCHARDWA.GOV
WWW.PORTORCHARDWA.GOV

BILL OF SALE

THIS BILL OF SALE is made and executed this 19th day of February, 2026, by and between McCormick Development Corp, a Washington Limited Liability Corporation, hereinafter called the "Grantor" and the City of Port Orchard, a Municipal Corporation, hereinafter called the "Grantee."

WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, sets over, assigns, transfers and delivers and warrants to the City of Port Orchard ownership in the following described personal property situated in Kitsap County, State of Washington, and installed by the Grantor to date, TO WIT:

Public sewer mains, water mains, public roads and storm improvements and associated appurtenances constructed on-site at the McCormick West Division 15 project located on parcel 5706-000-275-0004. These improvements are further described in Exhibit A and itemized in Exhibit B, both of which are attached hereto and incorporated herein by this reference.

The Grantor hereby warrants that it is the lawful and sole owner of all the personal property above conveyed, that such items are free from all liens and encumbrances, that the Grantor has the full power to convey and transfer the same, and that the Grantor will defend the same against the claims and demands of any and all persons lawfully making claims thereto. The Grantor further warrants that the execution of this Bill of Sale is an authorized act of said Grantor.

Dated at Kirkland, Washington, this 19th day of February, 2026

GRANTOR: (McCormick Development Corp)

By: _____

Its: Authorized Signatory

Print Name: Eric Campbell

P:\Surety forms\Bill of Sale\approved by Interim Atty\Bill of Sale – Master Form

[Remainder of page intentionally left blank]

STATE OF WASHINGTON)
)ss
COUNTY OF King)

On this 19th day of February, 2026 before me personally appeared Eric Campbell, to me known to be the managing member for McCormick Development Corp., a limited liability corporation, that executed the within and foregoing instrument, and acknowledged the 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 was authorized to execute said instrument.

Given under my hand and official seal this 19th day of February, 2026.

SUZANNE E MALCOLM
NOTARY PUBLIC
STATE OF WASHINGTON
License Number 22033356
My Commission Expires Sept. 15, 2026

Suzanne E. Malcolm
Notary Public in and for the State of Washington,
residing in Redmond
My commission expires Sept. 15, 2026

Dated at Port Orchard, Washington, this _____ day of _____, 20___.

CITY OF PORT ORCHARD

By: _____
Rob Putaansuu, Mayor

STATE OF WASHINGTON)
)ss
COUNTY OF KITSAP)

On this day and year above personally appeared before me, Rob Putaansuu, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Port Orchard for the uses and purposes therein mentioned, and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 20___.

_____
Notary Public in and for the State of Washington,
residing in_____
My commission expires_____

P:\Surety forms\Bill of Sale\approved by Interim Atty\Bill of Sale – Master Form

Exhibit A
List of Required Improvements

The following provides a general description of the improvements conveyed under this Bill of Sale related to the "McCormick West Division 15" project as shown in the approved construction plans prepared by Contour Engineering LLC. with the City approval dated 10.29.2025.

1.) *Specific improvements conveyed under this Bill of Sale include the following elements found within this approved construction drawings set as follows.*

a. *Public sewer main extension, associated manholes and appurtenances within the plat as shown on below plan sheets*
   i. *C69-C83*
b. *Public water main extensions, associated fittings and appurtenances within the plat as shown on below plan sheets.*
   i. *C84-C98*
c. *Public road and storm improvements associated structures and appurtenances within the plat as shown on below plan sheets.*
   i. *C40-C64*

The items, quantity and value of the improvements described above and conveyed under this Bill of Sale are presented in Exhibit B and are associated with City of Port Orchard Permit #s PW24-011 and PW24-012.

Exhibit B

McCormick West Division 15 2/19/26
Active Construction, Inc. - ACI

	Desc	Quantity	Units	Price	Total
	Sanitary Sewer System				
26	Connect To Existing	1.00	EA	$ 1,670.00	$ 1,670.00
28	6" PVC SDR-35 Side Sewer	3,375.00	LF	$ 47.00	$ 158,625.00
30	8" PVC SDR-35 Sewer	3,830.00	LF	$ 67.00	$ 256,610.00
31	SSMH	20.00	EA	$ 10,500.00	$ 210,000.00
33	Side Sewer Cleanouts	123.00	EA	$ 1,100.00	$ 135,300.00
34	Raise Manhole To Final Grade	20.00	EA	$ 550.00	$ 11,000.00
	Total				**$ 773,205.00**
	Storm System				
35	Connect To Existing	3.00	EA	$ 1,400.00	$ 4,200.00
36	8" DIP Storm	530.00	LF	$ 92.00	$ 48,760.00
38	12" ADS Storm	2,405.00	LF	$ 65.00	$ 156,325.00
39	18" ADS Storm	1,220.00	LF	$ 115.00	$ 140,300.00
40	24" ADS Storm	740.00	LF	$ 115.00	$ 85,100.00
42	Catch Basin Type I	37.00	EA	$ 1,700.00	$ 62,900.00
43	Catch Basin Type IL	5.00	EA	$ 1,850.00	$ 9,250.00
44	Catch Basin Type II 48"	20.00	EA	$ 4,600.00	$ 92,000.00
45	Catch Basin Type II 54"	2.00	EA	$ 5,000.00	$ 10,000.00
47	Raise Catch Basin To Final Grade	64.00	EA	$ 400.00	$ 25,600.00
48	6" PVC Roof Drain	4,520.00	LF	$ 22.50	$ 101,700.00
49	Roof Drain Cleanouts	123.00	EA	$ 675.00	$ 83,025.00
	Total				**$ 819,160.00**
	Water System				
50	Connect To Existing	1.00	EA	$ 1,050.00	$ 1,050.00
51	8" DIP Water	4,320.00	LF	$ 114.00	$ 492,480.00
52	8" Gate Valve	24.00	EA	$ 2,900.00	$ 69,600.00
53	Fire Hydrant Assembly	12.00	EA	$ 8,750.00	$ 105,000.00
54	Tract Road Service Lines (1" Poly)	1.00	EA	$ 2,500.00	$ 2,500.00
55	Install Laterals (Poly Line, Meter Setter/Box)	123.00	EA	$ 1,800.00	$ 221,400.00
56	Raise Valves To Final Grade	37.00	EA	$ 650.00	$ 24,050.00
	Total				**$ 916,080.00**
	Onsite Road Grading & Construction				
61	Fine Grade Roadway	159,475.00	SF	$ 0.35	$ 55,816.25
62	Fine Grade Tract Roads / Alleys	3,500.00	SF	$ 2.00	$ 7,000.00
63	Fine Grade Sidewalks	36,085.00	SF	$ 1.56	$ 56,292.60
64	Fine Grade Driveways	123.00	EA	$ 500.00	$ 61,500.00
65	Fine Grade Curb	9,800.00	LF	$ 4.50	$ 44,100.00
66	Fine Grade Planter	16,500.00	SF	$ 0.25	$ 4,125.00
69	Concrete Vertical Curb & Gutter	9,800.00	LF	$ 21.50	$ 210,700.00
71	Concrete Sidewalks (4")	29,890.00	SF	$ 6.50	$ 194,285.00
72	Concrete Driveways (6")	21,725.00	SF	$ 8.00	$ 173,800.00
74	Fine Grade & Place Gravel Base Roadway	4,045.00	TON	$ 38.00	$ 153,710.00

McCormick West Division 15 2/19/26

Active Construction, Inc. - ACI

	Desc	Quantity	Units	Price	Total
75	Fine Grade & Place CSTC Roadway	5,760.00	TON	$ 42.00	$ 241,920.00
78	Fine Grade & Place Gravel Base Tract Roads/Alleys	315.00	TON	$ 60.00	$ 18,900.00
79	Fine Grade & Place CSTC Tract Road/Alleys	280.00	TON	$ 60.00	$ 16,800.00
80	Fine Grade & Place Gravel Base AC path	130.00	TON	$ 65.00	$ 8,450.00
81	Asphalt Paving Roadways	3,400.00	TON	$ 147.00	$ 499,800.00
83	Asphalt Paving Tract Roads/Alleys	280.00	TON	$ 160.00	$ 44,800.00
84	Asphalt Paving Pathway	130.00	TON	$ 160.00	$ 20,800.00
85	Survey Monuments	38.00	EA	$ 1,000.00	$ 38,000.00
86	Channelization & Signage	1.00	LS	$ 44,805.00	$ 44,805.00
87	CBU Mailboxes	9.00	EA	$ 550.00	$ 4,950.00
	Total				**$ 1,900,553.85**
	TOTAL				**$ 4,408,998.85**

Sewer Tax 9.3%	$ 71,908.07
Water Tax 9.3%	$ 85,195.44

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR A 123-LOT AND 8-TRACT PLAT KNOWN AS MCCORMICK WEST DIVISION 15, PHASE 1

WHEREAS, property owner Greg Krabbe, on behalf of McCormick Development Corporation (hereinafter "Applicant"), submitted an application for final plat approval of the project known as McCormick West, Division 15, Phase 1 on undeveloped property located in the City of Port Orchard (hereinafter "the Property"); and

WHEREAS, in 2008, the Applicant received preliminary plat approval from the Kitsap County Hearing Examiner for a master planned subdivision of 606 acres into as many as 1,545 single-family residential lots known as McCormick West Preliminary Plat (Kitsap County file #05 30003); and

WHEREAS, the Property is subject to a Development Agreement vesting the property to certain development standards, recorded on December 19, 2011; and

WHEREAS, the Property is subject to a Development Agreement for traffic, recorded on October 21, 2005, and later modified and re-recorded on February 19, 2021, and again on December 3, 2025; and

WHEREAS, on September 1, 2023, December 5, 2024, and January 29, 2026, the City of Port Orchard Development Director approved Minor Plat Amendments to the McCormick West preliminary plat; and

WHEREAS, on December 5, 2026, the Applicant submitted an application for the final plat of Phase 1 of Division 15 of the McCormick West preliminary plat to include 123 residential lots and 8 tracts; and

WHEREAS, City staff have reviewed the proposed final plat for compliance with the Port Orchard Municipal Code, and recommends approval; and

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

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

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

WHEREAS, the City Council finds that the McCormick West Division 15, Phase 1 Final Plat conforms to all terms and conditions of the preliminary plat approval, as approved by the Hearing Examiner, and that said subdivision meets the requirements of Chapter 58.17 RCW and other applicable state laws and local ordinances; and

WHEREAS, the City Council finds that the McCormick West Division 15, Phase 1 Final Plat conforms to the applicable zoning requirements and Port Orchard's Comprehensive Plan; now, therefore;

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

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

THAT: The Port Orchard City Council approves the final plat for McCormick West Division 15, Phase 1, as illustrated and as legally described in Exhibit A, attached hereto.

THAT: McCormick West Division 15, Phase 1 subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval for a period of five years after final plat approval, unless the City Council finds that a change in conditions has created a serious threat to the public health or safety in the subdivision.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 24th day of February, 2026.

_____
Robert Putaansuu, Mayor

ATTEST:

_____
Brandy Wallace, MMC, City Clerk

11192904.1 - 366922 - 0001

City of Port Orchard
Council Meeting Minutes – Legislative Dinner
Special Meeting of February 2, 2026
The Historic "Maury House"
1604 Water Street NW
Olympia, WA 98501

---

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m.

Roll call was taken by the Mayor as follows:

Councilmember Dedman	Present
Mayor Pro-tem Diener	Absent
Councilmember Fenton	Present
Councilmember Morrissey	Present
Councilmember Rosapepe	Present
Councilmember Trenary	Present
Councilmember Worden	Present
Mayor Putaansuu	Present

Legislative Members: Senator Krishnadasan, Representative Richards, Representative Valdez, and Shelly Helder with Gordon Thomas Honeywell-Government Affairs.

2. DISCUSSION ITEMS

Mayor Putaansuu, Councilmembers and legislative members discussed the City's 2026 Legislative Priorities which included the Old Clifton Road Water Intertie Project, Sedgwick Roundabouts at SR16/SR160 Intersections, Derelict Vessels, On the Horizon: Orchard Street Plaza, Municipal Water Supply-Foster Pilot Program, Penalty on Vacant Buildings, Oppose New Housing & Homelessness Mandates, Transportation Revenue and Infrastructure Funding.

Updates were provided from the delegation on the status of a number of bills.

3. ADJOURNMENT

The meeting adjourned at 8:00 p.m. No other action was taken.

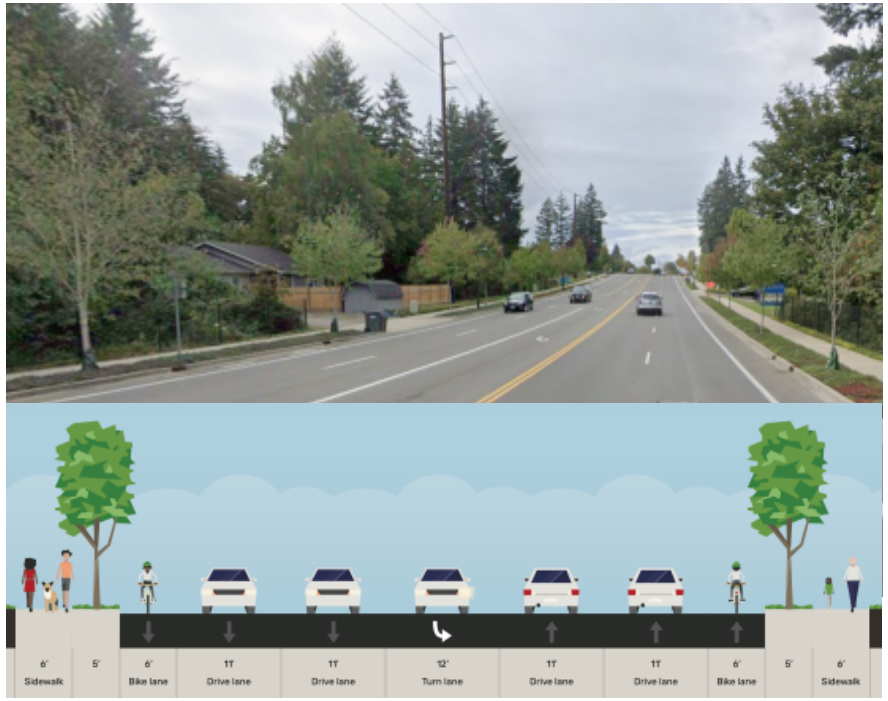
_____ _____

Brandy Wallace, MMC, City Clerk Robert Putaansuu, Mayor

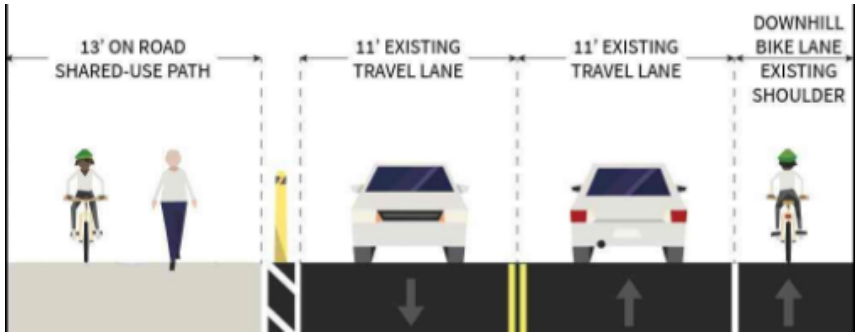
Tremont Street, Port Orchard Blvd. to Sidney Ave.

Connections & Crossings

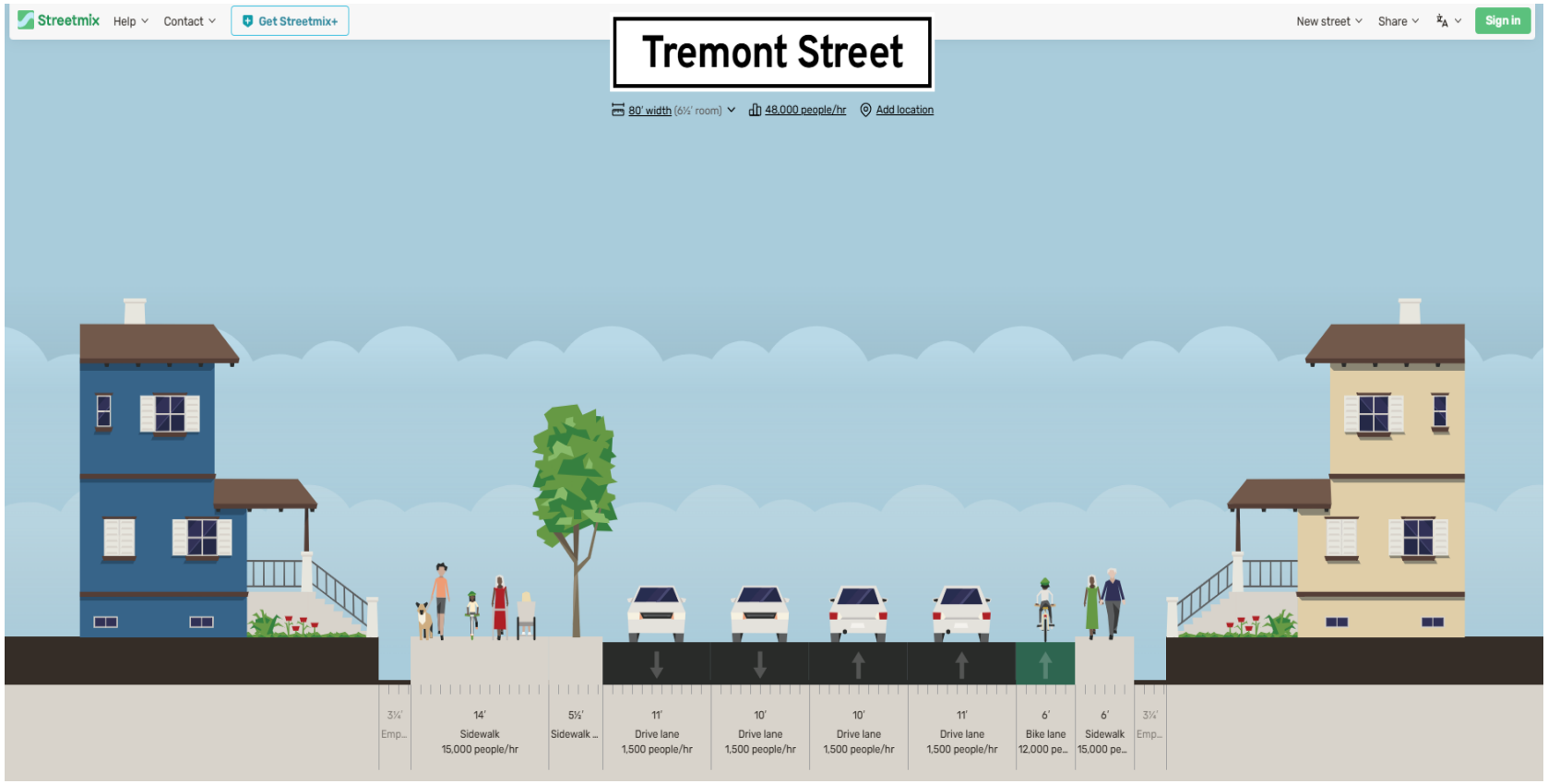
- Existing Tremont Street section west of Port Orchard Blvd



- Port Orchard Blvd future facility

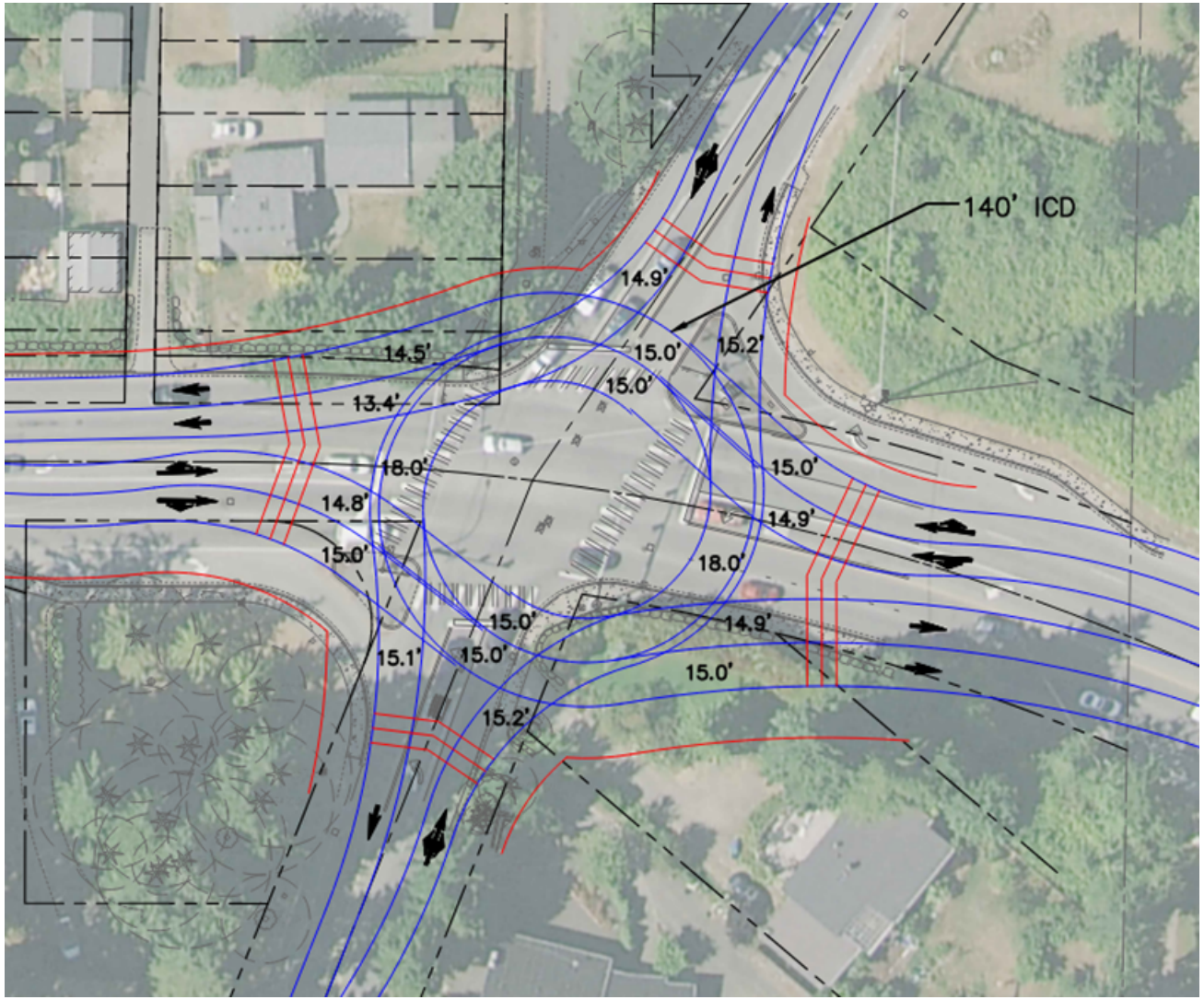


Proposed Cross Section

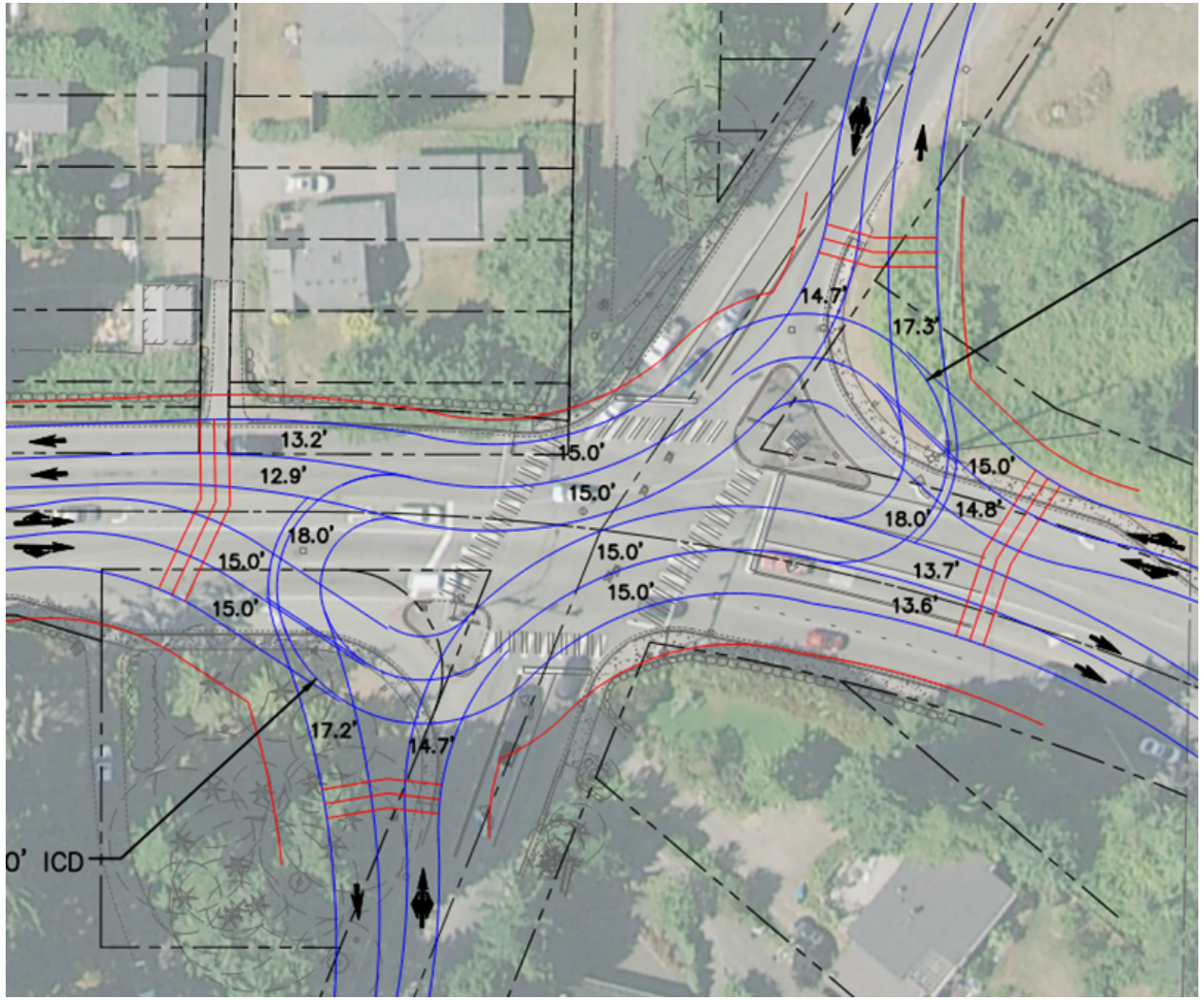


Tremont & Sidney Intersection

Roundabout Alternatives



Roundabout Alternatives



CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	March 9, 2026; 9:30am; 2nd Monday of the month	Remote Access
Utilities	March 10, 2026; 4:30pm; 2nd Tuesday of the month	Remote Access
Finance	March 17, 2026; 4:30pm; 3rd Tuesday of the month	Remote Access
Transportation	TBD; 2026	Remote Access
Land Use	March 18, 2026; 4:45pm; 3rd Wednesday of the month	Remote Access
Lodging Tax Advisory	TBD; 2026	City Hall
Sewer Advisory	June 16, 2026; 3:30pm	WSUD
Outside Agency Committees	Varies	Varies
Ad-hoc Review of POMC 2.04	TBD; 2026	City Hall

*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
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