



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 - Phone (360) 473-5280

WEDNESDAY, JUNE 5, 2024
CITY COUNCIL HYBRID MEETING AGENDA

Most Council Members and staff will be participating in the meeting in-person, and the public is invited to attend. Or beginning at 5:30 PM, the public may participate remotely through one of the following options:

- *To stream online only (via BKAT Feed, with no interaction possible):*
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
 - *Members of the public are invited to join the Zoom Meeting by clicking on the link below:*
<https://bremertonwagov.zoom.us/j/89694813320?pwd=Z0JvSXNhSFp1c0xhL1NxUjRhN20xUT09>
 - *Or One tap mobile:*
US: +12532050468,,89694813320#,,,,*173061# or +12532158782,,89694813320#,,,,*173061#
 - *Or Telephone: Dial (for higher quality, dial a number based on your current location):*
US: +1 253 205 0468 or +1 253 215 8782 or +1 669 444 9171 or +1 669 900 6833
- Webinar ID: 896 9481 3320*
Passcode: 173061

Public questions or comments may be submitted ahead of time to City.Council@ci.bremerton.wa.us

1. **BRIEFING**: 5:00 – 5:30 P.M. in **COUNCIL CONFERENCE ROOM 603**
 - A. Review of Agenda
 - B. General Council Business (*Only as necessary...*)
2. **CALL TO ORDER**: 5:30 P.M. in **FIRST FLOOR CHAMBERS**
3. **MAYOR'S REPORT**
4. **CONSENT AGENDA**
 - [A.](#) Claims & Check Register
 - [B.](#) Minutes of Meeting – May 15, 2024
 - [C.](#) Minutes of Study Session – May 22, 2024
 - [D.](#) Approve Purchase of Vactor 2115i Pump Truck
 - [E.](#) Public Works Agreement with SAW Enterprises for 5000 Road Two Bridge Installations and Associated Road Work
 - [F.](#) Goods and Services Agreement with Jaymarc AV for Audio Visual Updates at the Kitsap Conference Center
 - [G.](#) Updates to the Parks & Recreation Director Job Description
 - [H.](#) Amendment 4 to Public Defense Services Agreement with LaCross and Murphy, PLLC
5. **PUBLIC RECOGNITION** – *To address the Council on any issues not already on the agenda. Please state your name for the record in person, and limit your comments to under 3-minutes*

Continued on next page...



Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (360) 473-5323 at least 24 hours prior to the meeting.

6. **GENERAL BUSINESS**

- [A.](#) Ordinance No. 5493 to amend BMC 3.02.010 entitled "Budget Structure" to establish a Biennial Budget

7. **PUBLIC HEARING**

- [A.](#) Public Hearing and Resolution No. 3381 to adopt the 2025 CDBG/HOME Policy Plan

8. **COUNCIL MEMBER REPORTS**

9. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: June 5, 2024

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 407043-407268 and EFT Numbers V40995-V41124 in the grand total amount of \$4,877,686.78
2. Regular Payroll for pay period ending May 15, 2024 in the amount of \$1,098,640.56
3. Regular Payroll Payout for pay period ending May 15, 2024 in the amount of \$28,028.44
4. Retiree Payroll for pay period ending May 31, 2024 in the amount of \$30,397.40

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the consent agenda as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4B

SUBJECT: Minutes of Meeting – May 15,
2024

Study Session Date: N/A
COUNCIL MEETING Date: June 5, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Meeting held on May 15, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the May 15, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, May 15, 2024

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, May 15, 2024, at 5:00 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6th Street, Bremerton, Washington, with Council President Jennifer Chamberlin presiding. Council Members present were Eric Younger, Anna Mockler, Michael Goodnow, Jane Rebelowski, and Jeff Coughlin. Council Member Denise Frey was absent. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers. Also present were City Attorney Kylie Finnell, City Clerk Angela Hoover, Legislative Office Manager Lori Smith, and IT Manager Dave Sorensen.

President Chamberlin announced the City Council is conducting the Council Meeting in-person with an option for the public to join in person, participate remotely via Zoom, or view on BKAT because community involvement is encouraged. Anyone may request special accommodation to participate in Public Recognition remotely via Zoom up to 24 hours before every Council Meeting, through the City Clerk, by contacting (360) 473-5323.

MAYOR'S REPORT

- Summarized Charleston District activities, improvements, and future area improvements
- Provided an update of the Public Works Pine Road Basin Stormwater Improvements Project
- Announced a Sheridan Road Closure for pavement restoration from May 19 to May 24
- Provided an update on Kitsap Lake, including completion of the first algae control treatment
- Invited the public to a meeting on the View Ridge Elementary School Safe Routes to School Project on May 21 from 4:30 to 6:30 PM

CONSENT AGENDA

- 4A** – Check Numbers 406874 through 407042 and Electronic Fund Transfers V40896 through V40994 in the grand total amount of \$2,709,538.64; Regular Payroll for pay period ending April 30, 2024 in the amount of \$1,095,843.12; and Regular Payroll Payout for pay period ending April 30, 2024 in the amount of \$12,133.28
- 4B** – Minutes of Meeting – May 1, 2024
- 4C** – Minutes of Study Session – May 8, 2024
- 4D** – Confirm Appointment of Peregrin K. Sorter as Administrative Hearing Examiner and Approval of Professional Services Agreement
- 4E** – Ordinance No. 5492 amending Section 2.50.032 of the Bremerton Municipal Code entitled “Actual Salary Rate”

There were no questions and comments from the public...

5:38 PM M/S/C/U (Goodnow/Younger) Move to approve the CONSENT AGENDA as presented.

President Chamberlin provided a reminder that no public comment is allowed via Zoom, unless prior arrangements have been made. And again, to request special accommodations through the City Clerk at least 24-hours before the meeting. Lastly, since it's election season, to avoid comments on any ballot measures or candidates.

PUBLIC RECOGNITION – Comments were received by **Thomas Waters** and **Joie Hayes**.

GENERAL BUSINESS – *There are no General Business items tonight...*

COUNCIL MEMBER REPORTS

Anna Mockler was pleased to report that the City has hired a firm to begin the Lulu Haddon Park

Renovation Project in late July; thanked City Attorney Kylie Finnell and Police Chief Tom Wolfe for leading a lively discussion and answering many questions on nuisance properties at the last District 6 Town Hall Meeting; reminded the public meetings are held every 2nd Monday of each month from 4:00 to 6:00 PM with the next meeting on June 10, and that meetings are always held at the Public Works Oyster Bay Facility.

Michael Goodnow welcomed volunteers and neighbors to join the next Forest Ridge Park Stewardship Work Party on May 18, or any 3rd Saturday of the month from 9:00 AM to 12:00 PM; and announced the Charleston Monthly District Meeting will be held on Tuesday, May 21 from 6:00 to 7:30 PM at Typewriter Fever at 620 N Callow Avenue.

Jane Rebelowski mentioned an ongoing issue with blocked bike lanes; and invited members of the public to the next District 4 Town Hall Meeting, no matter where they lived in the City, on Thursday, June 6 from 5:00 to 6:30 PM at the Bremerton High School Career Center Building.

Jeff Coughlin urged interested persons to fill out an application for one of the many available volunteer positions on a City of Bremerton board, committee, or commission available at BremertonWA.gov/228/; and highlighted updates of the Kitsap County Comprehensive Plan.

Jennifer Chamberlin welcomed volunteers for the next Warren Avenue Bridge Clean-Up on Saturday, May 18 starting at 9:00 AM, and that participants will get a work vest, supplies, and donuts from Café Perfetto at 2811 Wheaton Way.

President Chamberlin established the next Study Session will be held on Wednesday, May 22 at 5:00 PM in the 6th Floor Council Conference Room. This meeting is open to the public to attend in person or remotely by Zoom, but there will be no opportunities to comment.

At 6:00 PM, **President Chamberlin** announced that Council would meet with Legal Counsel for 10-minutes to discuss "Potential Litigation" as allowed under RCW 42.30.110(1)(i); 10-minutes to discuss "Legal Risks of Current or Proposed Action" as allowed under RCW 42.30.110(1)(i); and 10-Minutes to discuss "Legal Risks of Current or Proposed Action" as allowed under RCW 42.30.110 (1) (i), with no action anticipated.

At 6:30 PM, **President Chamberlin** called the meeting back to order.

With no further business, **President Chamberlin** adjourned the Council Meeting at 6:31 PM.

Prepared and Submitted by:

Lori Smith

LORI SMITH
Legislative Office Manager

APPROVED by the City Council on the 5th day of June, 2024.

JENNIFER CHAMBERLIN, City Council President

Attest:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT: Minutes of Study Session –
May 22, 2024

Study Session Date: N/A
COUNCIL MEETING Date: June 5, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Study Session held on May 22, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the May 22, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, May 22, 2024

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, May 22, 2024 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council President Jennifer Chamberlin presiding. Other Council Members present were Denise Frey, Jeff Coughlin, Jane Rebelowski, Michael Goodnow, Anna Mockler, and Eric Younger. Legislative Assistant Christine Grenier provided staff support.

President Chamberlin established that the Study Session is open for the public to attend in person or view remotely, but there will be no opportunities for input; the content of these items is subject to change, no action is anticipated. She also announced that Item B3 will be postponed to the June 12 Study Session and Item B7 will be heard as the 1st item under Briefings on Agenda Bill Items.

Any of the items approved for action by the Council tonight, will be placed on the **June 5, 2024** City Council Meeting Agenda or as otherwise determined. She further established that a recording will be available online within a few days following the meeting.

A. **INFORMATION ONLY**

1. Transportation Element Update to the Comprehensive Plan Survey Results
2. Update on Bremerton Tourism and Lodging Tax Funding
3. Update on the RFP Process for DEI Position

B. **BRIEFINGS ON AGENDA BILL ITEMS**

1. Proposed **Public Hearing** and Resolution to adopt the 2025 CDBG/HOME Policy Plan
2. Approve Purchase of Vactor 2115i Pump Truck **Consent Agenda**

President Chamberlin called a break from 6:28 to 6:40 PM...

3. Public Works Agreement with SAW Enterprises LLC for 5000 Road Two Bridge Installations and associated Road Work **Consent Agenda**
4. Contract with Jaymarc AV for Audio Visual Updates at the Kitsap Conference Center **Consent Agenda**
5. Ordinance to amend BMC 3.02.010 entitled "Budget Structure" to establish a Biennial Budget **General Business**
6. Updates to Director of Parks & Recreation Job Description **Consent Agenda**
7. Amendment 4 to Public Defense Services Agreement with LaCross and Murphy, PLLC **Consent Agenda**

C. **GENERAL COUNCIL BUSINESS** *Item C2 heard before Item C1...*

1. Audit Committee Report on Action Steps – Chair Anna Mockler **Follow-up by Mayor Wheeler scheduled for Sept 11 Study Session...**
2. Discussion to include Parks Dept in a Council Committee – Council President Jennifer Chamberlin
3. ~~Discussion on Parks Commission – Council Member Jane Rebelowski~~ **Postponed to June 12 Study Session...**
4. Public Works Committee Briefing (*Last Meeting 5/21/2024*) – Chair Jane Rebelowski
5. Regional and Other Committee/Board Briefings
6. Other General Council Business was discussed.

At 8:55 PM Council Vice President Mockler left the Study Session and did not return... [Although it was confirmed that she returned to attend the Exempt Closed Session that followed adjournment of the Study Session...]

President Chamberlin established that due to the Council's regular schedule, no meetings are held on 5th Wednesdays, including next week on May 29; the next Council Meeting will be on Wednesday, June 5, 2024 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center; and announced that the public is invited to attend in person or remotely, with any special accommodations to speak via Zoom during Public Recognition may be requested through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting.

President Chamberlin announced that immediately following adjournment, an Exempt Closed Session will be held as allowed under RCW 42.30.140 (4)(b) to discuss Labor Negotiations or Proceedings.

With no further business, the Study Session was adjourned at 8:58 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 5th day of June, 2024.

JENNIFER CHAMBERLIN, Council President

ATTEST:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Approve Purchase of Vactor 2115i Pump Truck

Study Session Date: May 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: PW&U

Presenter: Matt Donleycott

Phone: (360) 473-2316

SUMMARY:

The approved 2024 budget includes the replacement of the VAC-CON EVACTOR truck as described in the attached summary. Total replacement cost including sales tax is \$704,566.98. The replacement vehicle will be purchased using the DES Contract #00120.

ATTACHMENTS:

- 1) Vehicle Justification
- 2) Vehicle Purchase List
- 3) Vactor Truck Quote

FISCAL IMPACTS (Include Budgeted Amount):

\$704,556.98 (includes Sales Tax)

This is included in the vehicle purchase list in the approved 2024 budget.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the purchase of a Vactor 2115i Pump Truck in the amount of \$704,566.98; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action



Public Works and Utilities Department

100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5315 • FAX (360) 473-5360

MEMORANDUM

DATE: April 25, 2024
TO: File
FROM: Matt Donleycott – Internal Services Manager
SUBJECT: 150311 Replacement Purchase

This purchase replaces the following vehicle and equipment:

Vehicle #	Description	Purchase Year	Approx. Mileage	Criteria	Replace With
150311	VAC-CON EVACTOR	2015	40,000 mi 6600 Hrs.	Cost to Repair, Hours	VACTOR 2115i

Disposition:

150311 will be surplusd either through negotiated trade in or public auction, whichever benefits the City best.

**EQUIPMENT RENTAL & RESERVE FUND
VEHICLE PURCHASE LIST**

Vehicle Number	Fund/Dept.	Retiring Vehicle/Equipment	Year Purchased	Life	Original Cost	Anticipated Replacement Vehicle	Quote Obtained	Anticipated Replacement Cost	Equipment Cost	Total
0055	001 - GENERAL FUND (ENGINEERING)	2005 FORD RANGER 4X2 P/U	2005	12	\$ 16,226	FORD MAVERICK (HYBRID)	X	\$ 50,000	\$ 5,000	\$ 55,000
1708	001 - GENERAL FUND (ENGINEERING)	2002 FORD RANGER 4X4 P/U	2002	12	19,587	FORD MAVERICK (HYBRID)	X	50,000	5,000	55,000
131800	001 - GENERAL FUND (PARKS)	2013 JOHN DEERE GATOR HPX	2013	12	9,003	LIKE KIND		20,000	-	20,000
151418	001 - GENERAL FUND (POLICE)	2015 FORD INTERCEPTOR UTILITY	2015	10	50,935	LIKE KIND		60,000	30,000	90,000
151419	001 - GENERAL FUND (POLICE)	2015 FORD INTERCEPTOR UTILITY	2015	10	51,174	LIKE KIND		60,000	30,000	90,000
151421	001 - GENERAL FUND (POLICE)	2016 FORD INTERCEPTOR UTILITY	2015	10	50,935	LIKE KIND		60,000	30,000	90,000
0090	401 - WATER	05 SULLIVAN 210CFM CMPSR	2005	15	14,882	LIKE KIND		35,000	-	35,000
0066	401 - WATER	2005 NEW HOLLAND LB90DG	2005	15	58,256	MID-SIZE MINI EXCAVATOR		120,000	-	120,000
150311	451 - WASTEWATER	2016 VAC-COM EVACTOR	2015	12	532,488	LIKE KIND		800,000	-	800,000
0314	481 - STORMWATER	2005 C3500 4X2 WITH 3YD D	2005	20	32,014	LIKE KIND		75,000	5,000	80,000
1920	509 - ESD	2001 GMC SONOMA 4X4 EXTD	2001	12	21,829	FORD MAVERICK (HYBRID)	X	50,000	-	50,000
								\$ 1,380,000	\$ 105,000	\$ 1,485,000

New Vehicles - Not funded by ERR replacement reserves. Funding comes from department operating budgets.

401 - WATER (FORESTRY)

EQUIPMENT TRAILER

\$	30,000	\$	30,000
\$	30,000	\$	30,000
\$	1,410,000	\$	1,515,000

Total Capital Purchases \$ 1,515,000

OWEN EQUIPMENT COMPANY
DES Contract #00120
Vactor 2100i Models
Effective Date: 2/15/2024

Quote Date:	4/17/2024
Municipality	City of Bremerton
Address	100 Oyster Bay Ave N
City, State, Zip	Bremerton, WA 98312
Contact Name	Charles Ernst
Contact Phone #	360-473-5621
Contact Fax #	
PO Number	
Account Manager	Anthony Ursua

Qty	Part #	Description	DES Contract Price	Extended Price
All discounts now included in D.E.S. Contract price				
2100i PD				
	2105i-15	2100i PD, 15" Vacuum, 5 yrd Debris, Combo	\$ 307,256.90	\$ -
	2110i-15	2100i PD, 15" Vacuum, 10 yrd Debris, Combo	\$ 307,100.02	\$ -
	2112i-15	2100i PD, 15" Vacuum, 12 yrd Debris, Combo	\$ 318,362.52	\$ -
	2115i-15	2100i PD, 15" Vacuum, 15 yrd Debris, Combo	\$ 325,635.18	\$ -
	2105i-16	2100i PD, 16" Vacuum, 5 yrd Debris, Combo	\$ 310,716.74	\$ -
	2110i-16	2100i PD, 16" Vacuum, 10 yrd Debris, Combo	\$ 310,716.74	\$ -
	2112i-16	2100i PD, 16" Vacuum, 12 yrd Debris, Combo	\$ 320,050.04	\$ -
	2115i-16	2100i PD, 16" Vacuum, 15 yrd Debris, Combo	\$ 329,276.28	\$ -
	2105i-18	2100i PD, 18" Vacuum, 5 yrd Debris, Combo	\$ 319,244.44	\$ -
	2110i-18	2100i PD, 18" Vacuum, 10 yrd Debris, Combo	\$ 319,244.44	\$ -
	2112i-18	2100i PD, 18" Vacuum, 12 yrd Debris, Combo	\$ 328,350.90	\$ -
1	2115i-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	\$ 337,242.18	\$ 337,242.18
	2112i-1024	2100i 1024 PD, 18" Vacuum, 12 yrd Debris, Combo	\$ 356,254.34	\$ -
	2115i-1024	2100i 1024 PD, 18" Vacuum, 15 yrd Debris, Combo	\$ 365,145.62	\$ -
2100i FAN				
	2105i-SE1	2100i Single Engine Fan, Single Stage, 5 yrd Debris, Combo	\$ 305,455.96	\$ -
	2110i-SE1	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Combo	\$ 305,455.96	\$ -
	2112i-SE1	2100i Single Engine Fan, Single Stage, 12 yrd Debris, Combo	\$ 314,545.46	\$ -
	2115i-SE1	2100i Single Engine Fan, Single Stage, 15 yrd Debris, Combo	\$ 326,360.22	\$ -
	2105i-SE2	2100i Single Engine Fan, Dual Stage, 5 yrd Debris, Combo	\$ 330,729.54	\$ -
	2110i-SE2	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo	\$ 330,729.54	\$ -
	2112i-SE2	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Combo	\$ 339,815.86	\$ -
	2115i-SE2	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo	\$ 351,627.44	\$ -
2100i CB-PD				
	2105i-15-CB	2100i PD, 15" Vacuum, 5 yrd Debris, Catch Basin	\$ 254,988.30	\$ -
	2110i-15-CB	2100i PD, 15" Vacuum, 10 yrd Debris, Catch Basin	\$ 254,988.30	\$ -
	2112i-15-CB	2100i PD, 15" Vacuum, 12 yrd Debris, Catch Basin	\$ 266,407.68	\$ -
	2115i-15-CB	2100i PD, 15" Vacuum, 15 yrd Debris, Catch Basin	\$ 273,909.30	\$ -
	2105i-16-CB	2100i PD, 16" Vacuum, 5 yrd Debris, Catch Basin	\$ 258,584.88	\$ -
	2110i-16-CB	2100i PD, 16" Vacuum, 10 yrd Debris, Catch Basin	\$ 258,584.88	\$ -
	2112i-16-CB	2100i PD, 16" Vacuum, 12 yrd Debris, Catch Basin	\$ 268,155.62	\$ -
	2115i-16-CB	2100i PD, 16" Vacuum, 15 yrd Debris, Catch Basin	\$ 277,657.46	\$ -
	2105i-18-CB	2100i PD, 18" Vacuum, 5 yrd Debris, Catch Basin	\$ 267,332.00	\$ -
	2110i-18-CB	2100i PD, 18" Vacuum, 10 yrd Debris, Catch Basin	\$ 267,332.00	\$ -
	2112i-18-CB	2100i PD, 18" Vacuum, 12 yrd Debris, Catch Basin	\$ 276,702.40	\$ -
	2115i-18-CB	2100i PD, 18" Vacuum, 15 yrd Debris, Catch Basin	\$ 285,857.62	\$ -
	2112i-1024-CB	2100i 1024 PD, 18" Vacuum, 12 yrd Debris, Catch Basin	\$ 305,428.40	\$ -
	2115i-1024-CB	2100i 1024 PD, 18" Vacuum, 15 yrd Debris, Catch Basin	\$ 314,580.44	\$ -
2100i CB-FAN				
	2105i-SE1-CB	2100i Single Engine Fan, Single Stage, 5 yrd Debris, Catch Basin	\$ 244,149.80	\$ -
	2110i-SE1-CB	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Catch Basin	\$ 244,149.80	\$ -
	2112i-SE1-CB	2100i Single Engine Fan, Single Stage, 12 yrd Debris, Catch Basin	\$ 253,241.42	\$ -
	2115i-SE1-CB	2100i Single Engine Fan, Single Stage, 15 yrd Debris, Catch Basin	\$ 265,057.24	\$ -
	2105i-SE2-CB	2100i Single Engine Fan, Dual Stage, 5 yrd Debris, Catch Basin	\$ 269,423.38	\$ -
	2110i-SE2-CB	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Catch Basin	\$ 269,423.38	\$ -
	2112i-SE2-CB	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Catch Basin	\$ 278,511.82	\$ -
	2115i-SE2-CB	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Catch Basin	\$ 290,325.52	\$ -

Additional Options Available

(Due to model selected certain options may not be available)

	2014iSTD	1000 Gallons STD	\$ -	\$ -
	2016i	Additional Water, 1300 Gal Total	\$ 3,386.53	\$ -
1	2018i	Additional Water, 1500 Gal Total	\$ 5,074.18	\$ 5,074.18

	2025i	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	\$ 10,112.40	\$ -
	2025iA	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Tandem Axle	\$ 12,641.62	\$ -
	3002iSTD	Vacuum, Single Engine - Single Stage Fan	\$ -	\$ -
	3002iSTD	Vacuum, Single Engine - Dual Stage Fan	\$ -	\$ -
	5000i	40 GPM/2500 PSI Jet Rodder pump	\$ -	\$ -
	5003i	50 GPM/3000 PSI Jet Rodder pump	\$ -	\$ -
	5001iA	60 GPM/2500 PSI Jet Rodder pump	\$ -	\$ -
	5003iA	70 GPM/3000 PSI Jet Rodder pump	\$ -	\$ -
	5002i	80 GPM/2000 PSI Jet Rodder pump	\$ -	\$ -
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$ -	\$ -
	5004i	100 GPM/2000 PSI Jet Rodder pump - Includes 1-1/4" X 500' Rodder Hose	\$ 5,058.45	\$ -
	5004iB	100 GPM/2000 PSI Jet Rodder pump - Does Not Include Rodder Hose	\$ 2,685.40	\$ -
	5005iSTD	10 GPM/1000 PSI Water System	\$ -	\$ -
	5005iA	30 GPM/3000 PSI Jet Rodder pump Water System	\$ 18,506.82	\$ -
	5005iB	40 GPM/2500 PSI Jet Rodder pump Water System	\$ 18,506.82	\$ -
	015iSTD	Customer Supplied Chassis Modification Charge	\$ -	\$ -
	010iSTD	Operator Station Curbside Toolbox	\$ -	\$ -
	011iSTD	Aluminum Fenders	\$ -	\$ -
	012iSTD	Mud Flaps	\$ -	\$ -
	014iSTD	Electric/Hydraulic Four Way Boom	\$ -	\$ -
	016iSTD	Color Coded Sealed Electrical System	\$ -	\$ -
	019iASTD	Intuitouch Electronic Package	\$ -	\$ -
	020iSTD	Double Acting Hoist Cylinder	\$ -	\$ -
	025iASTD	Handgun Assembly	\$ -	\$ -
	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$ -	\$ -
	030iSTD	Flexible Hose Guide	\$ -	\$ -
	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$ -	\$ -
	045iSTD	Suction Tube Storage	\$ -	\$ -
	046iSTD	1" Nozzle Pipe	\$ -	\$ -
	046iSTD	1-1/4" Nozzle Pipe	\$ -	\$ -
	048iSTD	10' Leader Hose	\$ -	\$ -
	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$ -	\$ -
	1005iSTD	Dual Stainless Steel Float Shut Off System	\$ -	\$ -
	1016iSTD	Microstrainer Prior to Blower	\$ -	\$ -
	1024iSTD	Debris Body Vacuum Relief System	\$ -	\$ -
	1031iSTD	Debris Deflector Plate	\$ -	\$ -
	1032iSTD	48" Dump Height	\$ -	\$ -
	1033iSTD	60" Dump Height	\$ -	\$ -
	1041iSTD	Debris Body-Up Message and Alarm	\$ -	\$ -
	1053iSTD	Stainless Steel Water Barrel for Jet Rodder Pump with Water Recycler	\$ -	\$ -
	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$ -	\$ -
	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$ -	\$ -
	2022iSTD	Additional Water Tank Sight Gauge	\$ -	\$ -
	2023iSTD	Liquid Float Level Indicator	\$ -	\$ -
	3019iSTD	Digital Water Pressure Gauge	\$ -	\$ -
	4000iSTD	180 deg. Non-Extending Boom	\$ -	\$ -
	4006iSTD	Front Joystick Boom Control	\$ -	\$ -
	4010PSTD	Boom Hose Storage	\$ -	\$ -
	4017iSTD	Boom Out of Position Message and Alarm	\$ -	\$ -
	4022iSTD	Telescopic Boom Elbow, Standard	\$ -	\$ -
	5001iSTD	60 GPM/2000 PSI Variable Flow Jet Rodder pump Water System	\$ -	\$ -
	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$ -	\$ -
	5011iSTD	3" Y-Strainer @ Water Pump	\$ -	\$ -
	5015iSTD	Midship Handgun Coupling	\$ -	\$ -
	5019iSTD	Chassis Engine Cooling Package	\$ -	\$ -
	5022iSTD	Side Mounted Water Pump	\$ -	\$ -
	6000iBSTD	400' x 1" Sewer Hose 2500 PSI, Piranha	\$ -	\$ -
	6000iBSTD	400' x 1" Piranha Sewer Hose 3000 PSI	\$ -	\$ -
	6004iSTD	Hose Wind Guide (Dual Roller), Manual	\$ -	\$ -
	6005iDSTD	Digital Hose Footage Counter	\$ -	\$ -
	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$ -	\$ -
	6009iSTD	Hose Reel Chain Cover	\$ -	\$ -
	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$ -	\$ -
	6017iSTD	Hydraulic Tank Shutoff Valves	\$ -	\$ -
	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$ -	\$ -
	7003iSTD	Water Pump Hour Meter	\$ -	\$ -
	7004iSTD	PTO Hour Meter	\$ -	\$ -
	7005iSTD	Hydraulic Oil Temp Alarm	\$ -	\$ -
	7006iSTD	Tachometer & Hourmeter for Centrifugal Compressor	\$ -	\$ -
	7007iSTD	Tachometer & Hourmeter/Blower	\$ -	\$ -
	8000iSTD	Circuit Breakers	\$ -	\$ -
	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$ -	\$ -
	9002iSTD	Tow Hooks, Front	\$ -	\$ -
	9002iSTD	Tow Hooks, Rear	\$ -	\$ -

	9003iSTD	Electronic Back-Up Alarm	\$ -	\$ -
	9021iSTD	Camera System, Rear Only	\$ -	\$ -
	S390ASTD	8" Vacuum Pipe Package	\$ -	\$ -
	S390BSTD	7" Vacuum Pipe Package	\$ -	\$ -
	S560STD	Emergency Flare Kit	\$ -	\$ -
	S590STD	Fire Extinguisher 5 Lbs.	\$ -	\$ -
	i110STD	Module Paint, DuPont Imron Elite - Wet on Wet	\$ -	\$ -
1	010i	Operator Station Curbside Toolbox	\$ 310.11	\$ 310.11
1	018i	Remote Pendant Control With 35' Cord	\$ 1,666.30	\$ 1,666.30
1	1003i	Debris Body Washout	\$ 1,907.87	\$ 1,907.87
1	1003iB	Rear Door Valve Flushout	\$ 523.60	\$ 523.60
1	1004iB	Onboard Electronic/Digital Scale system with Vacuum Relief	\$ 15,659.61	\$ 15,659.61
	1005iA	S.S Float Ball Cage for Float Shut Off System	\$ 695.51	\$ -
	1007i	6" Rear Door Butterfly Valve, 3:00 position	\$ 1,016.86	\$ -
	1007iA	6" Rear Door Butterfly Valve w/Port, 6:00 position	\$ 1,297.76	\$ -
	1008i	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$ 1,525.85	\$ -
	1008iA	6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position	\$ 1,819.11	\$ -
	1008iB	6" Rear Door Drain Port, 6:00 position	\$ 715.73	\$ -
	1008iC	Standpipe and Screen for 6:00 Port	\$ 1,271.92	\$ -
1	1008iE	6" Rear Door Knife Valve w/Camlock, Air Actuated, 3:00 Position	\$ 2,296.64	\$ 2,296.64
1	1008iF	6" Rear Door Knife Valve w/Camlock, Air Actuated w/Port, 6:00 Position	\$ 2,586.53	\$ 2,586.53
	1008iG	6" Rear Door Port, Removed, 3:00 Position	\$ -	\$ -
	1009i	Internally Mounted Trash Pump	\$ 13,291.06	\$ -
	1009iA	Externally Mounted Trash Pump w/Floating Arm	\$ 14,420.28	\$ -
		Externally Mounted Trash Pump w/ Basket Intake Screen	\$ 14,420.28	\$ -
	1009iB	Internal Body Screen	\$ 853.94	\$ -
1	1009iD	Full Rear Door Swinging Screen	\$ 973.04	\$ 973.04
	1010i	Pump Off Plumbing to Front, Outlet Location will be dependent on supplied chassis	\$ 3,668.55	\$ -
	1010iA	Pump Off Ports Only	\$ 715.73	\$ -
	1010iB	Pump Off Ports and Programming	\$ 2,978.66	\$ -
	1012i	6" Decant System w/ Air Actuated Knife Valve, Curbside	\$ 2,859.56	\$ -
	1012iA	6" Decant System w/ Air Actuated Knife Valve, Streetside	\$ 2,830.35	\$ -
	1013i	Additional Water, Water and Debris Tanks Joined	\$ 2,948.33	\$ -
1	1014i	Centrifugal Separators (Cyclones)	\$ 6,669.69	\$ 6,669.69
	1014iA	Centrifugal Separators (Cyclones), 304 Stainless Steel	\$ 8,602.28	\$ -
	1014iB	304SS Centrifugal Separators, Dustboxes, Plenum and Crossover Tubes	\$ 12,394.43	\$ -
	1015i	Folding Pipe Rack, Curbside, 8" Pipe	\$ 1,323.60	\$ -
1	1015iH	Folding Pipe Rack, Curbside, Hydraulic, 8" Pipe	\$ 2,377.54	\$ 2,377.54
	1015iA	Folding Pipe Rack, Streetside, 8" Pipe	\$ 1,323.60	\$ -
1	1015iAH	Folding Pipe Rack, Streetside, Hydraulic, 8" Pipe	\$ 2,474.17	\$ 2,474.17
	1015iB	Folding Pipe Rack, Rear Door, 8" Pipe	\$ 1,323.60	\$ -
1	1015iBH	Folding Pipe Rack, Rear Door, Hydraulic, 8" Pipe	\$ 2,474.17	\$ 2,474.17
	1015iBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe	\$ -	\$ -
	1015iG	Folding Pipe Rack, Curbside, 7" Pipe	\$ 1,323.60	\$ -
	1015iHA	Folding Pipe Rack, Curbside, Hydraulic, 7" Pipe	\$ 2,474.17	\$ -
	1015iAB	Folding Pipe Rack, Streetside, 7" Pipe	\$ 1,323.60	\$ -
	1015iAJ	Folding Pipe Rack, Streetside, Hydraulic, 7" Pipe	\$ 2,474.17	\$ -
	1015iBA	Folding Pipe Rack, Rear Door, 7" Pipe	\$ 1,323.60	\$ -
	1015iBJ	Folding Pipe Rack, Rear Door, Hydraulic, 7" Pipe	\$ 2,474.17	\$ -
	1015iBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	\$ -	\$ -
	1015iJ	Folding Pipe Rack, Curbside, 6" Pipe	\$ 1,323.60	\$ -
	1015iHB	Folding Pipe Rack, Curbside, Hydraulic, 6" Pipe	\$ 2,474.17	\$ -
	1015iAC	Folding Pipe Rack, Streetside, 6" Pipe	\$ 1,323.60	\$ -
	1015iAK	Folding Pipe Rack, Streetside, Hydraulic, 6" Pipe	\$ 2,474.17	\$ -
	1015iBL	Folding Pipe Rack, Rear Door, 6" Pipe	\$ 1,323.60	\$ -
	1015iBM	Folding Pipe Rack, Rear Door, Hydraulic, 6" Pipe	\$ 2,474.17	\$ -
	1015iBN	Fixed Rear Door Pipe Rack, 6" Pipe	\$ -	\$ -
	1015iBR	Rear Door Pipe Rack, Removed	\$ -	\$ -
	1016iSTD	Subframe Mounted, 2-Pipe Rack, 8"	\$ -	\$ -
	1016iASTD	Subframe Mounted, 2-Pipe Rack, 7"	\$ -	\$ -
	1016iB	Subframe Mounted, 2-Pipe Rack, 6"	\$ -	\$ -
1	1022i	Rear Door Splash Shield	\$ 1,942.70	\$ 1,942.70
1	1023i	Lube Manifold, with Lube Chart	\$ 2,885.40	\$ 2,885.40
	1023iA	Plastic Lube Chart	\$ 80.90	\$ -
	1025i	Flat Rear Door Ports	\$ 310.11	\$ -
1	1026i	Debris Body Vibrator, Electric	\$ 3,394.40	\$ 3,394.40
1	1030i	Debris Body Inspection Port w/Ladder	\$ 1,546.07	\$ 1,546.07
	1053i	Stainless Steel Water Barrel for Jet Rodder Pump	\$ 3,788.78	\$ -
	2003i	Laval Water Separator at Fill	\$ 2,173.04	\$ -
	2004i	Continuous Water Tank Fill	\$ 2,173.04	\$ -
	2006i	Air Purge	\$ 1,633.71	\$ -
	2020i	6" Gravity Fill Port on Upper P/S Water Tank	\$ 1,107.87	\$ -
	2021i	Additional Water Tank Fill	\$ 911.24	\$ -
	3013iB	Vacuum, Vac on the Go for the Single Engine Fan	\$ 41,093.42	\$ -

1	3015i	Front Blower Controls	\$ 1,844.95	\$ 1,844.95
1	3017i	Blower High Temp Safety Shutdown	\$ 657.31	\$ 657.31
1	3020i	Digital Water Level Indicator	\$ 849.44	\$ 849.44
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$ 1,139.33	\$ 1,139.33
	3022i	Digital Grey Water Level Indicator	\$ 2,283.16	\$ -
	4005i	180 deg. 10ft Extendable Boom	\$ 12,070.83	\$ -
	4014i	180 deg. 5 x 5 Extendable/Telescoping Boom	\$ 21,810.20	\$ -
1	4015i	180 deg. 10ft Telescoping Boom	\$ 19,304.57	\$ 19,304.57
	4016i	180 deg. 10' x 15' Rapid Deployment Boom	\$ 27,252.92	\$ -
	4008i	Grate Lifting Hook, Installed on Boom	\$ 387.64	\$ -
	4009i	Water Ring Assembly, At Hose End	\$ 1,005.62	\$ -
1	4009iA	Water Ring Assembly, At Debris Body Inlet	\$ 1,005.62	\$ 1,005.62
	4011iA	Wireless Controls w/2-way communication and LED Display (excludes hose reel controls)	\$ 2,976.42	\$ -
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$ 3,929.23	\$ 3,929.23
1	4013i	Rotatable Boom Inlet Hose	\$ 715.73	\$ 715.73
	4016iA	Heavy Duty RDB Hose	\$ 1,851.69	\$ -
	4020i	Anti Splash Valve, Body Inlet	\$ 474.16	\$ -
	4021i	Vacuum Enhance	\$ 5,244.96	\$ -
1	4021iA	Variable Position, Vacuum Enhance	\$ 5,244.96	\$ 5,244.96
	4022iA	Telescopic Boom Elbow, Hard Hat Style	\$ 570.79	\$ -
	4022iD	Telescopic Boom Elbow, Nickel Plated	\$ 491.01	\$ -
	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$ 2,167.42	\$ -
1	5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$ 987.64	\$ 987.64
	5015i	Handgun Couplers, Front and Rear	\$ 762.92	\$ -
	5016i	Additional Rodder System Accumulator (Manual Operation)	\$ 3,279.79	\$ -
	5017i	Hose Reel, Freespool	\$ 1,252.81	\$ -
	5019i	Chassis Engine Cooling Package	\$ 4,426.98	\$ -
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$ 3,285.41	\$ 3,285.41
	5023i	Fan Flushout System	\$ 630.34	\$ -
	5024iA	Water Heater, 400,000 BTU's (May limit Water Capacity)	\$ 16,462.99	\$ -
	5024iC	Water Heater, 800,000 BTU's (May limit Water Capacity)	\$ 20,427.05	\$ -
	5026iA	Insulated, Wrapped Water Lines	\$ 4,875.30	\$ -
	5026iB	Heat Traced and Wrapped Water Lines	\$ 6,044.97	\$ -
1	5029i	Cyclone Washout System	\$ 612.36	\$ 612.36
	5029iA	RDB Washout Coupling	\$ 132.58	\$ -
	5030i	Water Recycler	\$ 129,214.00	\$ -
	5032i	Fresh Water Electric Recirculation System (Water Recycler Only)	\$ 2,777.54	\$ -
	5033i	Blanket Heated Rear Door Frame (Water Recycler Only)	\$ 11,413.53	\$ -
	6000i	400' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 150.56	\$ -
	6001iG	400' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 740.45	\$ -
	6001iH	400' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 984.27	\$ -
	6001i	500' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 703.37	\$ -
	6001iB	500' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 613.49	\$ -
	6001iC	500' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 1,439.33	\$ -
	6001iD	500' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 1,742.70	\$ -
	6002i	600' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 1,252.81	\$ -
	6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 1,144.95	\$ -
	6002iE	600' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 2,142.71	\$ -
	6002iF	600' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 2,504.50	\$ -
	6002iH	700' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 1,804.50	\$ -
	6002iG	700' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 1,679.78	\$ -
	6002iC	700' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 2,842.71	\$ -
	6002iD	700' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 3,265.18	\$ -
1	6003i	800' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 2,355.07	\$ 2,355.07
	6003iC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 2,212.37	\$ -
	6003iD	800' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 3,541.59	\$ -
	6003iE	800' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 4,021.36	\$ -
	6004i	900' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD	\$ 4,319.12	\$ -
	6004iC	900' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 2,221.36	\$ -
	6004iF	900' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	\$ 4,441.59	\$ -
	6004iE	900' x 1" Piranha Armor Belt Beacon Sewer Hose 2500 PSI in lieu of STD	\$ 5,306.76	\$ -
	6000i3	400' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 1,278.66	\$ -
	6001iG3	400' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 1,355.06	\$ -
	6001iH3	400' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 1,706.75	\$ -
	6001i3	500' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 2,111.24	\$ -
	6001iB3	500' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$ 957.31	\$ -
	6001iC3	500' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 2,209.00	\$ -
	6001iD3	500' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 2,648.33	\$ -
	6002i3	600' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 2,942.71	\$ -
	6002iB3	600' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$ 1,559.56	\$ -
	6002iE3	600' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 3,062.93	\$ -
	6002iF3	600' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 3,588.78	\$ -
	6002iH3	700' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 3,778.67	\$ -
	6002iG3	700' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$ 2,165.18	\$ -

	6002iC3	700' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 3,914.62	\$ -
	6002iD3	700' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 4,529.23	\$ -
	6003i3	800' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 4,612.38	\$ -
	6003iC3	800' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$ 2,768.55	\$ -
	6003iD3	800' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 4,768.56	\$ -
	6003iE3	800' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 5,471.93	\$ -
	6004i3	900' x 1" Aeroquip Sewer Hose 3000 PSI in lieu of STD	\$ 5,552.83	\$ -
	6004iC3	900' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	\$ 3,455.07	\$ -
	6004iD3	900' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	\$ 5,675.30	\$ -
	6004iE3	900' x 1" Piranha Armor Belt Beacon Sewer Hose 3000 PSI in lieu of STD	\$ 6,540.48	\$ -
	6004iA	Hose Wind Guide (Dual Roller), Auto, Non-Indexing	\$ 4,206.76	\$ -
	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing	\$ 4,742.72	\$ -
1	6004iC	Hose Wind Guide (Dual Roller), Auto, Power Indexing	\$ 5,949.46	\$ 5,949.46
1	6004iD	Rodder Hose Pinch Roller	\$ 1,756.19	\$ 1,756.19
	6006i	Rodder Hose Guard - Lexan	\$ 1,420.23	\$ -
1	6008i	Hose Reel Manual Rewind Tool	\$ 647.19	\$ 647.19
	6012i	Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI	\$ 3,806.76	\$ -
	6012iA	Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI located at Side	\$ 5,182.04	\$ -
	6013i	Hydraulic Tool Package	\$ 1,824.73	\$ -
1	6014i	High Pressure Hose Reel	\$ 1,843.83	\$ 1,843.83
	6014iA	2 High Pressure Hose Reels	\$ 3,548.33	\$ -
1	6019i	Rodder Pump Drain Valves	\$ 617.98	\$ 617.98
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$ 556.18	\$ 556.18
	6020iC	Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000' Capacity	\$ 2,924.73	\$ -
1	6026i	Washington State DOT Legal Front Hose Reel	\$ -	\$ -
	6027iA	25' Leader Hose (in lieu of standard)	\$ 432.59	\$ -
	6029i	Heated Rodder Pump Cabinet	\$ 11,093.30	\$ -
	6030i	Heated Handgun Cabinet	\$ 8,676.44	\$ -
1	6031i	Front Hose Reel Tool Storage	\$ 370.79	\$ 370.79
	8001iJ	Rear Directional Control, LED Arrowboard	\$ 3,207.88	\$ -
	8001iL	Rear Directional Control, LED Split Arrowboard	\$ 2,714.62	\$ -
1	8001iM	Rear Directional Control, LED Arrowstick	\$ 2,221.36	\$ 2,221.36
	8001iN	Front Directional Control, LED Arrowstick	\$ 2,221.36	\$ -
	8002i	Corded, Hand Light w/Bumper Plug	\$ 462.92	\$ -
	8003i	Corded, Hand Light w/Retractable Reel	\$ 688.77	\$ -
1	8002iA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger	\$ 448.32	\$ 448.32
	8004iD	Rear Mounted, LED Beacon Light	\$ 1,241.58	\$ -
1	8004iF	Rear Mounted, LED Beacon Light w/ Limb Guard	\$ 1,284.27	\$ 1,284.27
	8004iE	Front Mounted, LED Beacon Light	\$ 1,241.58	\$ -
1	8004iG	Front Mounted, LED Beacon Light w/Limb Guard	\$ 1,284.27	\$ 1,284.27
	8005i	H.A.L.O. (Handsfree Accessory Light Option)	\$ 3,578.67	\$ -
	8005iA	H.A.L.O. (Handsfree Accessory Light Option) without Light	\$ 2,344.95	\$ -
	8012i	Additional Corded Handlight Connector, Rear	\$ 180.90	\$ -
	8020iE	Lighting Package, 6 Federal Signal Strobe Lights	\$ 1,952.82	\$ -
	8020iH	10 Light Package, 10 Federal Signal Strobe Lights, LED	\$ 2,639.34	\$ -
1	8020iL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$ 4,065.18	\$ 4,065.18
	8020iM	Federal Signal Strobe Lights - 4 Light LED System	\$ 803.37	\$ -
1	8027i	LED Mid-Ship Turn Signals	\$ 673.04	\$ 673.04
1	8028i	Worklights (2), LED, Boom	\$ 995.51	\$ 995.51
1	8029i	Worklights (2), LED, Rear Door	\$ 807.87	\$ 807.87
1	8029iA	Worklight, LED, Operators Station	\$ 740.45	\$ 740.45
1	8029iB	Worklight, LED, Hose Reel Manhole	\$ 740.45	\$ 740.45
1	8029iC	Worklight, LED, Curb Side	\$ 734.83	\$ 734.83
1	8029iD	Worklight, LED, Street Side	\$ 734.83	\$ 734.83
	9001i	Ziebart Corrosion Protection	\$ 1,891.02	\$ -
	9001iA	Road Salt Protection	\$ 465.17	\$ -
1	9021iA	Camera System, Front and Rear	\$ 939.33	\$ 939.33
	9021iB	Camera System, Front, Rear and Both Sides	\$ 1,880.91	\$ -
	9023i	Safety Cone Storage Rack - Drop in Style	\$ 203.37	\$ -
	9023iA	Safety Cone Storage Rack - Post Style	\$ 203.37	\$ -
	9023iB	Additional Safety Cone Storage Rack - Drop in Style	\$ 203.37	\$ -
	9023iC	Additional Safety Cone Storage Rack - Post Style	\$ 203.37	\$ -
	9024i	Water Cooler Storage Rack	\$ 203.37	\$ -
	9027iA	Chassis Engine DPF Soot Load Information	\$ 557.31	\$ -
	9070iA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$ 2,464.05	\$ -
	9070iC	Tool Baskets, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers	\$ 1,759.56	\$ -
1	9070iB	Long Handle Tool Storage	\$ 434.83	\$ 434.83
	9071iF	Toolbox, Behind Cab - 14w x 36h x 96d	\$ 3,961.81	\$ -
	9071iE	Toolbox, Behind Cab - 16w 30h x 96d	\$ 3,930.35	\$ -
	9072iA	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d	\$ 3,235.97	\$ -
	9072iB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d	\$ 1,991.02	\$ -
	9073iA	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d	\$ 2,126.97	\$ -
	9074iB	Toolbox, Driver Side Subframe, 16w x 20h x 24d	\$ 1,646.07	\$ -
	9074iA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$ 1,646.07	\$ -

	9074iC	Toolbox, Driver Side Subframe, 18w x 15h x 10d	\$ 1,646.07	\$ -
	9075iC	Toolbox, Driver Side Subframe, 36w x 20h x 12d	\$ 1,646.07	\$ -
	9075iB	Toolbox, Driver Side Subframe, 48w x 20h x 12d	\$ 1,830.34	\$ -
	9075iA	Toolbox, Driver Side Subframe, 60w x 20h x 12d	\$ 2,014.61	\$ -
	9071iFL	Toolbox, Behind Cab - 14w x 36h x 96d - with Lighting	\$ 4,269.68	\$ -
	9071iEL	Toolbox, Behind Cab - 16w x 30h x 96d - with Lighting	\$ 4,239.34	\$ -
	9072iBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$ 2,298.89	\$ -
	9072iAL	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d - with Lighting	\$ 3,544.96	\$ -
	9073iAL	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d - with Lighting	\$ 2,435.96	\$ -
	9074iBL	Toolbox, Driver Side Subframe, 16w x 20h x 24d - with Lighting	\$ 1,955.06	\$ -
1	9074iAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting	\$ 1,955.06	\$ 1,955.06
	9074iCL	Toolbox, Driver Side Subframe, 18w x 15h x 10d - with Lighting	\$ 1,955.06	\$ -
	9075iCL	Toolbox, Driver Side Subframe, 36w x 20h x 12d - with Lighting	\$ 1,955.06	\$ -
	9075iBL	Toolbox, Driver Side Subframe, 48w x 20h x 12d - with Lighting	\$ 2,138.21	\$ -
	9075iAL	Toolbox, Driver Side Subframe, 60w x 20h x 12d - with Lighting	\$ 2,323.60	\$ -
	i116	Door Stripe Material, Reflective Tape, Black	\$ 746.07	\$ -
	i116A	Door Stripe Material, Reflective Tape, Blue	\$ 746.07	\$ -
	i116B	Door Stripe Material, Reflective Tape, Red	\$ 746.07	\$ -
	i124STD	Vector 2100i Body Decal, Standard	\$ -	\$ -
	i124B	Vector 2100i Body Decal, Blue	\$ -	\$ -
	i124BL	Vector 2100i Body Decal, Black	\$ -	\$ -
	i124R	Vector 2100i Body Decal, Red	\$ -	\$ -
	i124S	Vector 2100i Body Decal, Silver	\$ -	\$ -
	i124W	Vector 2100i Body Decal, White	\$ -	\$ -
	P112	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$ 1,671.92	\$ -
	LOGO-APPL	Vector/Guzzler Logos - Applied	\$ -	\$ -
	LOGO-LOOSE	Vector/Guzzler Logos - Shipped Loose	\$ -	\$ -
	CUST-LOGO	Customer Supplied Logos installed	\$ 1,333.71	\$ -
	F002	All Decals in Spanish	\$ 168.54	\$ -
	500655B-30	Vector Standard Manual and USB Version - 1 + Dealer	\$ 174.16	\$ -
1	500655B-30	2 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ 174.16
	500655B-30	3 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	4 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	5 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	6 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	7 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	8 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	9 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655B-30	10 Total Vector Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	Vector Spanish Standard Manual and USB Version - 1 + Dealer	\$ 174.16	\$ -
	500655SB-30	2 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	3 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	4 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	5 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	6 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	7 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	8 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	9 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655SB-30	10 Total Vector Spanish Standard Manuals and USB Version	\$ 174.16	\$ -
	500655-30	1 Printed Full Vector Manual	\$ 174.16	\$ -
	500655-30	2 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	3 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	4 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	5 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	6 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	7 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	8 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	9 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655-30	10 Total Printed Full Vector Manuals	\$ 174.16	\$ -
	500655S-30	1 Printed Full Vector Spanish Manual	\$ 174.16	\$ -
	500655S-30	2 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	3 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	4 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	5 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	6 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	7 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	8 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	9 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -
	500655S-30	10 Total Printed Full Vector Spanish Manuals	\$ 174.16	\$ -

Total List Price Vector Portion	\$ 463,911.23
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Other Contract Items	Sell Rate
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Total Sell Price Before Taxes		\$ 638,194.73
	Rate	
Add Sales Taxes	10.4%	\$ 66,372.25
Total Sell Price		\$ 704,566.98

Customer Approval

Date

Owen Representative Approval

Date

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Public Works Agreement with SAW Enterprises, LLC for 5000 Road Two Bridge Installations and Associated Road Work

Study Session Date: May 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: PW&U

Presenter: Sean Walsh

Phone: (360) 473-5928

SUMMARY:

The Forestry Division maintains over 50 miles of forest road and associated stream crossings, including 7 bridges, on City Watershed and Utility Land. In 2021 the bridges were inspected by an engineer who identified two bridges that require replacement. This contract is for the installation of the bridges as well as complete the associated road work.

A RFB (Request for Bids) was sent out April 18th, 2024, and we received 7 bids.

SAW Enterprises was the lowest responsive bid with a total cost of \$318,727.20.

ATTACHMENTS:

- 1) Public Works Agreement with SAW Enterprises 2) Bid Summary 3) Project Location Map

FISCAL IMPACTS (Include Budgeted Amount): Installation for the Bridges and Associated Road Work is budgeted in the Water Capital Budget.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Public Works Agreement with SAW Enterprises LLC for the amount of \$318,727.20; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and SAW Enterprises LLC ("Contractor"), whose mailing address is 5219 NE Falcon RIDGE LANE POULSBO WA 98370.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City: Remove and replace two forest road bridges and conduct associated road work on City of Bremerton Property as outlined in Exhibit A and attached Cost Schedule.

2. TIME OF COMPLETION. Contractor shall complete the work by October 30th, 2024.

3. COMPENSATION. The City shall pay the Contractor the total amount of \$318,727.20, including any applicable Washington State Sales Tax as per WAC 458-20-13501(12), for the work and services contemplated in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a performance bond for the full contract amount to be in effect until thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

B. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. INDEPENDENT CONTRACTOR. Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Contractor, officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees and sub-contractors.

5. TERMINATION. The City may terminate this agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

- B. The Contractor's failure to complete the work within the time specified in this agreement.
- C. The Contractor's failure to make full and prompt payment to sub-contractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this agreement for good cause, the Contractor shall not receive any further monies due under this agreement until the Contract work is completed.

6. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Contractor will be required to pay Kitsap County Prevailing Wage Rates current on the bid opening date. The Kitsap County rates are available at the Department of Labor and Industries website.

7. CHANGES. The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
 - 1. Immediately give a signed written notice of protest to the City;
 - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Contract's protest.

- b. The nature and circumstances that caused the protest.
- c. The provisions in this agreement that support the protest.
- d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
- e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed for evaluating the protest.

- 3. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.
- C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Liens. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk

8. CLAIMS. The Contractor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a

timely written claim is made in strict accordance with the applicable provisions of this agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Contractor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Contractor's written claim must include the information set forth regarding protests in Section 7.A.2.a.-e.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

Contractor must, in any event, file any claim or bring any suit arising from or connected with this agreement within 120 calendar days from the date the contract work is complete. Notices to either party shall be sent to the below contacts and addresses

Notices to be sent to:

CONTRACTOR:

SAW Enterprises LLC

ATTN: Steve Wistrand

5219 NE Falcon Ridge Lane

Poulsbo WA 98370

360-697-3616

Notices to be sent to:

CITY OF BREMERTON:

Sean Walsh

345 6th Street, Suite 100

Bremerton, WA 98337

360-473-5928

9. WARRANTY. The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the Contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officer, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

11. INSURANCE. The Contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Contract work by the Contractor, its agents, representatives, employees or sub-contractors.

Before beginning the work on the project described in this agreement, the Contractor shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage and a \$2,000,000 products-completed aggregate limit. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
- C. Workers Compensation insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000 and
- D. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions, and
- E. Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of

the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City reserves the right to receive a certified copy of all the required insurance policies. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

12. MISCELLANEOUS.

A. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

B. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.

D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

F. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Contractor under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this agreement.

I. Assignment. Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

J. Modification. No waiver, alteration, or 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 Contractor.

K. Severability. If any one or more sections, sub-sections, or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this agreement and the remainder shall remain in full force and effect.

L. Entire Agreement. The written provisions and terms of this agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

IN WITNESS WHEREOF, the parties below have executed this agreement.

CONTRACTOR

THE CITY OF BREMERTON

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DATE _____

DATE _____

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk

**CITY OF BREMERTON
BID TABULATION**

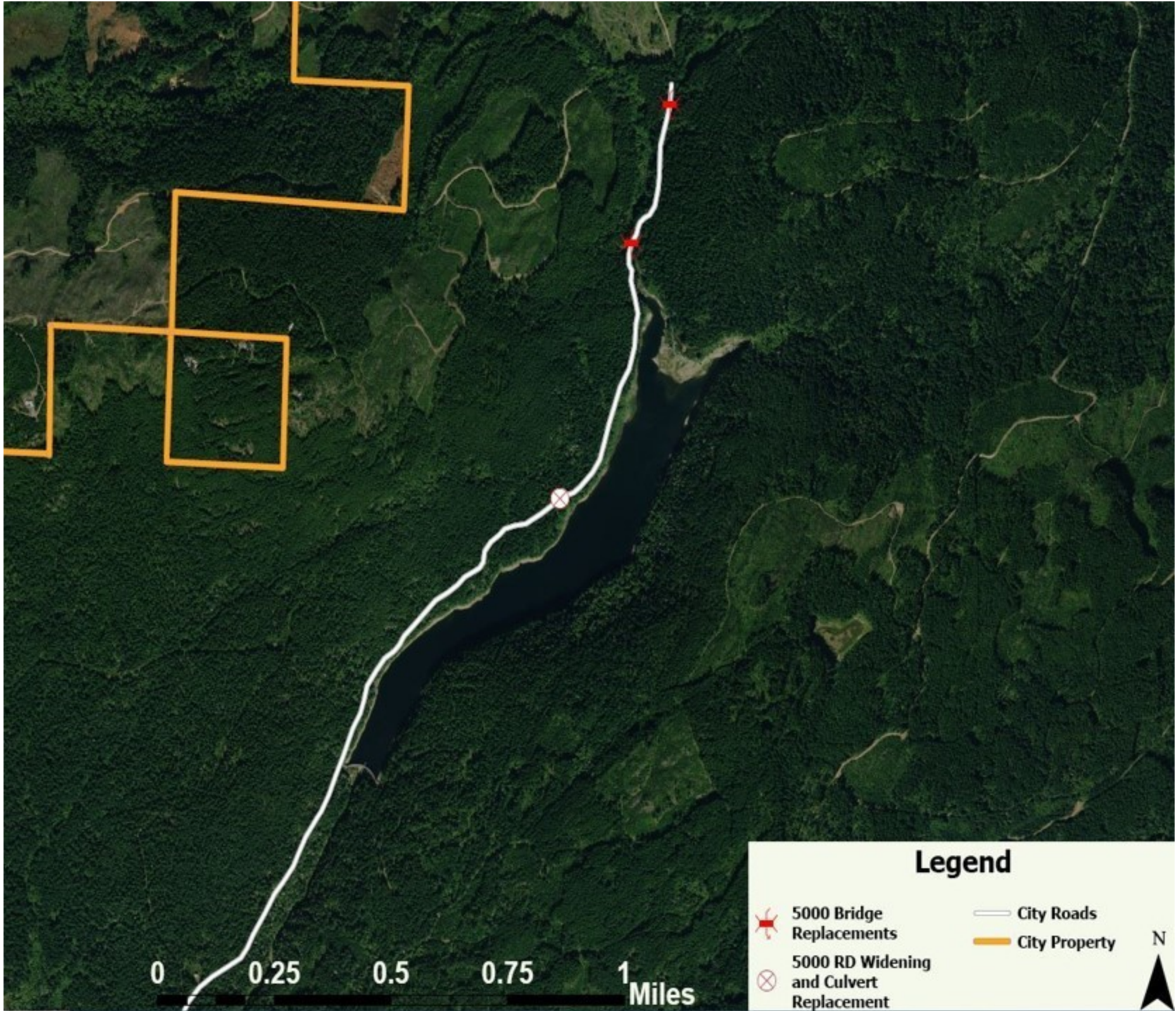
BID TITLE:	5000 Road Two Bridge Installations and Associated Road Work	OPENED BY:	Sean Walsh
DATE OPENED:	5.3.2024		

SUMMARY

NAME OF BIDDER	TOTAL
SAW Enterprises	\$ 318,727.20
Massana Construction Inc.	\$ 572,122.00
East Slope Earthworks	\$ 339,136.00
Rognlin's Inc	\$ 455,660.00
Nordland Construction NW INC	\$ 605,800.00
Quigg Bros Inc.	\$ 686,250.00
Active Construction Inc	\$ 406,406.00

SUMMARY

ENGINEER ESTIMATE (INCLUDING SALES TAX)	\$ 330,000.00
APPARENT LOW BIDDER	\$ 318,727.20
SECOND LOW BIDDER	\$ 339,136.00
THIRD LOW BIDDER	\$ 406,406.00



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT: Goods and Services Agreement with Jaymarc AV for Audio Visual Updates at the Kitsap Conference Center

Study Session Date: May 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: Finance

Presenter: Tiffany Schenk and
Mike Riley

Phone: (360) 473-5303

SUMMARY:

The City recommends entering into a contract with Jaymarc AV for \$278,079.93, including tax, to enhance the audio-visual capabilities of the Kitsap Conference Center. This project aims to upgrade the center to modern standards and improve the overall user experience.

Background

The Kitsap Conference Center is a vital facility for hosting a variety of events, including conferences, meetings, and community gatherings. To remain competitive and meet the growing demands of clients, it is essential to upgrade the AV infrastructure.

To support this initiative, the Kitsap Conference Center has allocated a total of \$450,000 in funding to support capital upgrades:

- \$250,000 from Lodging Tax allocation
- \$200,000 allocated for capital projects, prior years set-aside

These funds will be used to update and enhance the AV systems, including but not limited to, new projectors, sound systems, video conferencing equipment, and other related technologies.

ATTACHMENTS: Exhibit 1: Goods and Services Agreement

FISCAL IMPACTS (Include Budgeted Amount): Total project costs of \$278,079.93 are included in the Conference Center fund balance.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the agreement with Jaymarc AV in the amount of \$278,079.93; and authorize the Mayor to sign finalize and execute the agreement with substantially the same terms and conditions as presented and also authorize an expenditure budget adjustment for the same amount.

COUNCIL ACTION: Approve Deny Table Continue No Action

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Jaymarc Investments, Inc. d/b/a JayMarc AV ("Vendor"), whose mailing address is: 22026 68th Ave. S. Kent, WA 98032

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City: design, supply, delivery, installation and training of AV Equipment and systems at the Kitsap Conference Center at Harborside.

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services within 60 calendar days from the date all parties have signed this Agreement.

III. COMPENSATION. The City shall pay the Vendor the total amount of Two-hundred eighty thousand, two-hundred sixteen dollars and thirteen cents \$280,216.13, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule upon completion of work as outline in Exhibit B Schedule of Work.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

IV. INDEPENDENT CONTRACTOR. Vendor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Vendor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Vendor, officer, agents, employees and subcontractors. The Vendor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Vendor's officers, agents, employees and subcontractors.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.

B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.

C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.

D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.

E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing.

VI. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to an authorized agent of the City within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:

1. Immediately give a signed written notice of protest to the City;
2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

3. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

B. Vendor's Duty to Complete Protested Work. In spite of any protest, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

C. Vendor's Acceptance of Changes. The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. CLAIMS. The Vendor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Vendor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Vendor's written claim must include the information set forth regarding protests in Section VI(A)(2)(a)-(e).

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

Vendor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the contract work is complete.

VIII. WARRANTY. The Vendor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

IX. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. INSURANCE. The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the contract work by the Vendor, its agents, representatives, employees or subcontractors.

Before beginning work on the project described in this Agreement, the Vendor shall provide a Certificate of Insurance evidencing:

A. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; and employer's

liability.

C. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate.

D. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim.

E. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Vendor.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which shall be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

The Vendor's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Vendor's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Vendor to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy required herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

XI. MISCELLANEOUS.

A. **Licenses and Taxes.** Vendor shall possess a current Bremerton Business License and any regulatory license required to fulfill Vendor's obligations under this Agreement. B&O taxes shall be paid when due, and Vendor, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.

B. Conflict and Precedence. In the event of a conflict between the contract documents, the document which rates higher on the following list shall take precedence:

1. Amendments / Change Orders to Goods and Services Agreement
2. Goods and Services Agreement
3. Specifications
4. Terms and Conditions
5. Vendor's Proposal

C. Documents Incorporated by Reference. The following documents are incorporated by reference, including but not limited to:

1. Terms and Conditions,
2. Specifications,
3. Proposal, and
4. Non-Collusion Affidavit.

D. Use of Photographs and Images. Vendor shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Vendor or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

F. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor shall be responsible

for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.

L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn:Mike Riley
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn:Tysen Scherb
JayMarc Investments, Inc.
22026 68th Ave S.
Kent, WA 98032

M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

N. Modification. No waiver, alteration, or 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 Vendor.

O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Vendor enter into a covered transaction with

another firm, Vendor agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

Q. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

VENDOR:

CITY OF BREMERTON

JAYMARC INVESTMENTS, INC.d/b/a JayMarc-AV

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Goods and Services Agreement Rev. 04 2023.docx

Exhibit B: Schedule of Work

Engineering / Submittals / Shop Drawings - 3 to 6 weeks from executed contract.

- Procurement - 1 to 2 weeks from Approval of above task.
- Installation Start - 1 to 2 weeks from receipt of all procured equipment.
- Completion - 8 to 12 weeks from executed contract.

Proposal: 1st Floor AV Updates - Rev# 2
Prepared On: 5/7/2024
For: Kitsap Conference Center

Presented By: Tyson Scherb

Jaymarc AV
22026 68th Ave S.
Kent, WA 98032
Main: 206.682.6111
www.jaymarc-av.com



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Scope of Work

This proposal outlines a plan to fully updated the Conference Center sans new projectors and projection screens. This proposal includes updates to the first floor AV systems. Below is a list of each area this proposal addresses and the features/functions that would be added with this AV system update.

First Floor AV Rack:

1. Jaymarc AV will integrate necessary AV equipment into an owner provided rack that will remain on-site during the installation. New equipment will include appropriate power distribution, network switch capacity, audio power amplifiers, and any other ancillary equipment to support systems defined in this proposal.

Puget Sound Ballroom A:

1. This room will include two QSC 7" LCD touch panel controllers. One of these will be at the front of the room and shall be wall mounted. The second touch panel will be a "loose" item and may be used at a tech table located at the back of the room.
 - a. Power the system On/Off
 - b. Adjust Program Volume +/-
 - c. Adjust Microphone Gain +/-
 - d. Adjust Camera Pan, Tilt, and Zoom capabilities. Three camera presets will be provided. These presets for PTZ may be manually overridden and saved as needed.
 - e. Video Source input selection with smart auto source input sensing included
 - i. HDMI Wall Plate Input at front of room
 - ii. Loose HDMI Input encoder (Tech Table)
2. Existing owner provided projectors and screens will be utilized in this design.
3. Existing owner provided in-ceiling loudspeakers will be utilized in this design.
4. One QSC Pan, Tilt, and Zoom (PTZ) camera will be included. A 20x zoom by 60-degree field of view camera will be provided at the back of the room (presenter).
5. Shure Microflex wireless microphones will be included for use in this room. This wireless microphone system will include two hand held microphone transmitters and two bodypack transmitters each with a lapel microphone included. Wireless microphones have ~9 hour talk time and require about 2.5hr to reach a full charge. Networked Charging bay will be included and located at the head-end AV rack.
6. An HDMI wall plate input will be included at the front of the room. Additionally, a "loose" HDMI encoder will be provided for this room. This secondary HDMI encoder may be connected at the back of the room and used to ingest HDMI video into the system from a tech table located at the back of the room. These HDMI inputs allow for local "bring your own device" (BYOD) presentations.
7. One QSC I/O USB Bridge will be provided. This product combines microphone audio with the camera video and delivers that content via a single USB cable to the host PC. This is a loose device and may be

- used at either the front of the room or back of the room when connecting it to the Local Area Network.
8. *A QSC XLR wall plate microphone input/output plate will be provided for this room. This will be located at the front of the room.*
 9. All audio and video routing/transmission provided for this room shall be via encoders/decoders with Dante digital audio.

Puget Sound Ballroom B:

1. This room will include two QSC 7" LCD touch panel controllers. One of these will be at the front of the room and shall be wall mounted. The second touch panel will be a "loose" item and may be used at a tech table located at the back of the room.
 - a. Power the system On/Off
 - b. Adjust Program Volume +/-
 - c. Adjust Microphone Gain +/-
 - d. Adjust Camera Pan, Tilt, and Zoom capabilities. Three camera presets will be provided. These presets for PTZ may be manually overridden and saved as needed.
 - e. Video Source input selection with smart auto source input sensing included
 - i. HDMI Wall Plate Input at front of room
 - ii. Loose HDMI Input encoder (Tech Table)
2. Existing owner provided projectors and screens will be utilized in this design.
3. Existing owner provided in-ceiling loudspeakers will be utilized in this design.
4. One QSC Pan, Tilt, and Zoom (PTZ) camera will be included. A 20x zoom by 60-degree field of view camera will be provided at the back of the room (presenter).
5. Shure Microflex wireless microphones will be included for use in this room. This wireless microphone system will include two hand held microphone transmitters and two bodypack transmitters each with a lapel microphone included. Wireless microphones have ~9 hour talk time and require about 2.5hr to reach a full charge. Networked Charging bay will be included and located at the head-end AV rack.
6. An HDMI wall plate input will be included at the front of the room. Additionally, a "loose" HDMI encoder will be provided for this room. This secondary HDMI encoder may be connected at the back of the room and used to ingest HDMI video into the system from a tech table located at the back of the room. These HDMI inputs allow for local "bring your own device" (BYOD) presentations.
7. One QSC I/O USB Bridge will be provided. This product combines microphone audio with the camera video and delivers that content via a single USB cable to the host PC. This is a loose device and may be used at either the front of the room or back of the room when connecting it to the Local Area Network.
8. *A QSC XLR wall plate microphone input/output plate will be provided for this room. This will be located at the front of the room.*
9. All audio and video routing/transmission provided for this room shall be via encoders/decoders with Dante digital audio.

Puget Sound Ballroom C:

1. This room will include two QSC 7" LCD touch panel controllers. One of these will be at the front of the

room and shall be wall mounted. The second touch panel will be a "loose" item and may be used at a tech table located at the back of the room.

- a. Power the system On/Off
 - b. Adjust Program Volume +/-
 - c. Adjust Microphone Gain +/-
 - d. Adjust Camera Pan, Tilt, and Zoom capabilities. Three camera presets will be provided. These presets for PTZ may be manually overridden and saved as needed.
 - e. Video Source input selection with smart auto source input sensing included
 - i. HDMI Wall Plate Input at front of room
 - ii. Loose HDMI Input encoder (Tech Table)
2. Existing owner provided projectors and screens will be utilized in this design.
 3. Existing owner provided in-ceiling loudspeakers will be utilized in this design.
 4. One QSC Pan, Tilt, and Zoom (PTZ) camera will be included. A 20x zoom by 60-degree field of view camera will be provided at the back of the room (presenter).
 5. Shure Microflex wireless microphones will be included for use in this room. This wireless microphone system will include two hand held microphone transmitters and two bodypack transmitters each with a lapel microphone included. Wireless microphones have ~9 hour talk time and require about 2.5hr to reach a full charge. Networked Charging bay will be included and located at the head-end AV rack.
 6. An HDMI wall plate input will be included at the front of the room. Additionally, a "loose" HDMI encoder will be provided for this room. This secondary HDMI encoder may be connected at the back of the room and used to ingest HDMI video into the system from a tech table located at the back of the room. These HDMI inputs allow for local "bring your own device" (BYOD) presentations.
 7. One QSC I/O USB Bridge will be provided. This product combines microphone audio with the camera video and delivers that content via a single USB cable to the host PC. This is a loose device and may be used at either the front of the room or back of the room when connecting it to the Local Area Network.
 8. A QSC XLR wall plate microphone input/output plate will be provided for this room. This will be located at the front of the room.
 9. All audio and video routing/transmission provided for this room shall be via encoders/decoders with Dante digital audio.

Puget Sound Ballroom D:

1. This room will include two QSC 7" LCD touch panel controllers. One of these will be at the front of the room and shall be wall mounted. The second touch panel will be a "loose" item and may be used at a tech table located at the back of the room.
 - a. Power the system On/Off
 - b. Adjust Program Volume +/-
 - c. Adjust Microphone Gain +/-
 - d. Adjust Camera Pan, Tilt, and Zoom capabilities. Three camera presets will be provided. These presets for PTZ may be manually overridden and saved as needed.
 - e. Video Source input selection with smart auto source input sensing included

- i. HDMI Wall Plate Input at front of room
 - ii. Loose HDMI Input encoder (Tech Table)
2. Existing owner provided projectors and screens will be utilized in this design.
3. Existing owner provided in-ceiling loudspeakers will be utilized in this design.
4. One QSC Pan, Tilt, and Zoom (PTZ) camera will be included. A 20x zoom by 60-degree field of view camera will be provided at the back of the room (presenter).
5. Shure Microflex wireless microphones will be included for use in this room. This wireless microphone system will include two hand held microphone transmitters and two bodypack transmitters each with a lapel microphone included. Wireless microphones have ~9 hour talk time and require about 2.5hr to reach a full charge. Networked Charging bay will be included and located at the head-end AV rack.
6. An HDMI wall plate input will be included at the front of the room. Additionally, a "loose" HDMI encoder will be provided for this room. This secondary HDMI encoder may be connected at the back of the room and used to ingest HDMI video into the system from a tech table located at the back of the room. These HDMI inputs allow for local "bring your own device" (BYOD) presentations.
7. One QSC I/O USB Bridge will be provided. This product combines microphone audio with the camera video and delivers that content via a single USB cable to the host PC. This is a loose device and may be used at either the front of the room or back of the room when connecting it to the Local Area Network.
8. A QSC XLR wall plate microphone input/output plate will be provided for this room. This will be located at the front of the room.
9. All audio and video routing/transmission provided for this room shall be via encoders/decoders with Dante digital audio.

Oyster Bay Room:

1. This room will include one QSC 7" wall mounted LCD touch panel controller.
 - a. Power the system On/Off
 - b. Adjust Program Volume +/-
 - c. Adjust Microphone Gain +/-
 - d. Video Source input selection with smart auto source input sensing included
 - i. HDMI Wall Plate Input at front of room
 - ii. Loose HDMI Input encoder (Tech Table)
2. This room will use mobile displays on carts for video presentations.
3. Eight QSC in-ceiling loudspeakers will be installed for use in this room.
4. Shure Microflex wireless microphones will be included for use in this room. This wireless microphone system will include one hand held microphone transmitter and one bodypack transmitter with a lapel microphone included. Wireless microphones have ~9 hour talk time and require about 2.5hr to reach a full charge. Networked Charging bay will be included and located at the head-end AV rack.
5. An HDMI wall plate input will be included at the front of the room. Additionally, a "loose" HDMI encoder will be provided for this room. This secondary HDMI encoder may be connected at the back of the room and used to ingest HDMI video into the system from a tech table located at the back of the room. These HDMI inputs allow for local "bring your own device" (BYOD) presentations.

6. A QSC XLR wall plate microphone input/output plate will be provided for this room. This will be located at the front of the room.
7. All audio and video routing/transmission provided for this room shall be via encoders/decoders with Dante digital audio.

Mobile Display Cart:

1. Two Chief Mobile Carts each with 75" LG UHD displays will be provided. These carts will include Visionary Solutions Decoders so that you may route video to them when plugging into a network wall plate and patching the cable through at the AV rack. The primary use case location for these displays is Oyster Bay Room.

Sinclair Gallery:

1. Two Visionary Solutions wall plate HDMI inputs will be included for use in this space. This will allow for local presentations when not using the included three displays for digital signage.
2. Three LG 65" UHD flat panel displays will be included, and mounted between each of the doorways.
3. A QSC XLR wall plate microphone input/output plate will be provided for this room. This can be wall mounted at a location you choose.
4. Twelve QSC in-ceiling loudspeakers will be installed for use in this area.
5. Control for this area is provided via the touch panel controller found at the front desk. From here you can make volume adjustments, video routing selections, power displays on/off.

Rotunda / Lobby:

1. One LG 86" UHD flat panel display and one 75" UHD display will be included.
2. Four QSC in-ceiling loudspeakers will be installed for use in this area.
3. Control for this area is provided via the touch panel controller found at the front desk. From here you can make volume adjustments, video routing selections, power displays on/off.

Project Notes:




- This proposal and pricing is valid for a duration of thirty days. Please request an updated proposal if outside of those proposal limitations prior to signing.
- AC Power is provided by others at head-end AV rack location and all projectors, display screens, projector lifts, LED/LCD Flat Panels, etc.
- Outdoor weatherproof enclosures are to be provided by others.
- Assumes adequate wiring pathway/conduit can be found to all related equipment including: Floor Boxes, Conference

table bases, Wall Plates, Displays, Touch Panels, etc.




- Core Drills, Exterior Building Penetrations or similar are provided by others.
- Pricing does not include computers, laptops, keyboards, mice, etc.
- LED/LCD Display mount backing or structure is provided by others.
- Drywall patch and repair, and/or ceiling tile grid reconfiguration and tile replacement, by others.
- All ancillary equipment as required to provide a fully functional Turn-Key audio and video presentation system will be provided.
- This quote encompasses all costs associated with product shipping, installation labor, programming, hardware, and training. This proposal implies a complete Turn-Key solution, unless otherwise noted.
- Permit fees are not included in this quote. Should a permit be required; those fees will be billed to you separately.
- Scissor lift rental or similar equipment rentals as needed for installation are not included here in this proposal unless otherwise noted.
- Fire Alarm Shunt provided by Others, N/O
- This proposal does **NOT** include prevailing wage labor estimates unless otherwise noted.
- All associated mobilization costs are included in this proposal, unless otherwise noted.

FIRST FLOOR AV RACK


01. RACK & RELATED HARDWARE

	Quantity	Description	Price Each	Installed
	1 EA	SurgeX SX-DS-158-Black SurgeX Comprehensive Protection Defender Series 15A/120V 8 Out horizontal rack mount power strip	\$243.47	\$393.47
	1 Lot	Blanks, Vents, Shelves-Black Blanks, Vents, Shelves, and Associated Rack Hardware.	\$266.67	\$488.82
	1 EA	SurgeX SX-1115-RT (Special pricing thru 12-31-24 on quote ALMO-JAYMARCAV-030424) Advanced Series Mode Rack Mount Surge Eliminator 1RU, 120V/15A, 9 Receptacles horizontal rack mount power strip, conditioner, remotely controlled contact closure	\$798.65	\$873.65
01. RACK & RELATED HARDWARE		Parts: \$1,343.44	Labor: \$412.50	Total: \$1,755.94


02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	2 EA	Netgear M4250-40G8XF-PoE+ Netgear M4250-40g8xf-Poe+ AV Line Managed Switch	\$2,940.64	\$6,481.28
	1 EA	Netgear M4250-10G2F-POE+ M4250-10G2F-POE+ Managed 10 Port Network Switch, 8 ports PoE+ (125W), 2 1G SFP, 24 GBPS Fabric	\$640.63	\$790.63
	1 EA	QSC TSC-101-G3-Black Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$2,536.00	\$2,648.50
02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT		Parts: \$9,057.91	Labor: \$862.50	Total: \$9,920.41

03. VIDEO SOURCE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	5 EA	BrightSign LS445 H.265, Full HD and 4K video, HTML5, graphics & digital audio, HDMI Out	\$400.00	\$2,187.50
03. VIDEO SOURCE RELATED EQUIPMENT		Parts: \$2,000.00	Labor: \$187.50	Total: \$2,187.50

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	5 EA	Visionary Solutions DuetE-2 Encoder- A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,193.33	\$6,529.15





2 EA Visionary Solutions AVIP-Rackmount-3-Black
Rackmount Kit for up to 3 PacketAV Encoders and/or Decoders Horizontally
in 1RU

\$53.33 \$181.66







04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT Parts: \$6,073.31 Labor: \$637.50 Total: \$6,710.81

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	Shure MXWNCS2-Black 2-CH NETWORKED CHARGING STATION	\$576.33	\$651.33
	4 EA	Shure MXWNCS4-Black 4-CH NETWORKED CHARGING STATION	\$1,366.73	\$5,766.92


06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT Parts: \$6,043.25 Labor: \$375.00 Total: \$6,418.25

07. AUDIO PROCESSING RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC CORE110F V2-Black Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.	\$3,368.00	\$3,518.00
	1 EA	QSC Q-SYS SCRIPTER (SL-QSE-110-P) Q-SYS Core 110f Scripting Engine Software License, Perpetual	\$372.00	\$409.50
	1 EA	QSC Q-SYS UCI LICENSE (SL-QUD-110-P) Q-SYS Core 110f UCI Deployment Software License, Perpetual	\$188.00	\$225.50
	1 EA	QSC Q-SYS Dante 32x32 Software-based Dante 32x32 Channel License, 16x16 Flows, Perpetual. Applicable to Core 110f, Core 8 FLEX, Core NANO, Core 510i, Core 5200, NV-32-H (Core Capable)	\$736.00	\$773.50
	1 EA	QSC QIO-GP8X8 Q-SYS peripheral providing control expansion with (8) configurable logic inputs and (8) configurable logic outputs.	\$364.00	\$439.00
	1 EA	QSC Rack Mount f/QIO Expanders- Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.	\$148.00	\$185.50


07. AUDIO PROCESSING RELATED EQUIPMENT Parts: \$5,176.00 Labor: \$375.00 Total: \$5,551.00

08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC MP-A80V- 1600W FlexAmp technology Hi-Z / Lo-Z amplifier, 8 x 200W into 4Ω, 8Ω, 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status	\$2,448.00	\$2,560.50




08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT Parts: \$2,448.00 Labor: \$112.50 Total: \$2,560.50

10. ANCILLARY OR MISCELLANEOUS EQUIPMENT/COSTS



	Quantity	Description	Price Each		Installed
	1 Lot	JAYMARC Patch Bay Network Patch Panel	\$333.33		\$483.33
		10. ANCILLARY OR MISCELLANEOUS EQUIPMENT/COSTS	Parts: \$333.33	Labor: \$150.00	Total: \$483.33
		FIRST FLOOR AV RACK	Parts: \$32,475.24	Labor: \$3,112.50	Total: \$35,587.74

PUGET SOUND BALLROOM A



02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT



	Quantity	Description	Price Each		Installed
	1 EA	QSC TSC-70-G3-Black Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,524.00		\$1,636.50
	1 EA	QSC TSC-710t-G3-Black Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.	\$364.00		\$401.50
	1 EA	QSC TSC-101-G3-Black Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$2,536.00		\$2,648.50
		02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT	Parts: \$4,424.00	Labor: \$262.50	Total: \$4,686.50

03. VIDEO SOURCE RELATED EQUIPMENT





	Quantity	Description	Price Each		Installed
	1 EA	QSC NC-20x60-Dark Gray 20x Optical Zoom 60 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	\$4,436.00		\$4,586.00
	1 EA	Vaddio 2 Gang Camera Mount, Long-Black THIN PROFILE WALL MOUNT LONG, ATTACHES TO 2 GANG BOX, LONG FOR IMPROVED CABLE BEND RADIUS	\$144.31		\$159.31
		03. VIDEO SOURCE RELATED EQUIPMENT	Parts: \$4,580.31	Labor: \$165.00	Total: \$4,745.31

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT

	Quantity	Description	Price Each		Installed
	1 EA	Visionary Solutions DuetE-2 Encoder- A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,193.33		\$1,305.83
	1 EA	Visionary Solutions DuetE-WP-BLACK-Black A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante	\$1,460.00		\$1,610.00

	1 EA	Visionary Solutions D4100-Black AV DECODER 4K UHDOIP POE (NO DANTE or AES67)	\$714.00	\$789.00			
	1 EA	QSC I/O-USB Bridge-Black Q-SYS PoE endpoint for AV-to-USB UC Bridging. Delivers driver-less usb 2.0 connection for UVC applications and HID extension.	\$1,668.00	\$1,893.00			
04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT		Parts:	\$5,035.33	Labor:	\$562.50	Total:	\$5,597.83

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT



	Quantity	Description	Price Each	Installed			
	1 EA	Shure MXWAPT4-Z10-White 4-CH ACCESS POINT TRANSCEIVER	\$2,611.87	\$2,724.37			
	2 EA	Shure MXW2/BETA58-Black Handheld Transmitter with BETA58® Micr	\$641.33	\$1,306.66			
	2 EA	Shure MXW1-Black MICROFLEX WIRELESS BODYPACK TRANSCEIVER	\$553.53	\$1,152.06			
	2 EA	Shure WL185-Black Microflex® Cardioid Lavalier Microphone for Wireless Body Packs	\$120.00	\$285.00			
06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT		Parts:	\$5,241.59	Labor:	\$226.50	Total:	\$5,468.09

07. AUDIO PROCESSING RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed			
	1 EA	QSC unDX2IO+-Black & White 2x2 Channel 2Gang US WallPlate, Dante, AES67, Black and White	\$856.00	\$931.00			
07. AUDIO PROCESSING RELATED EQUIPMENT		Parts:	\$856.00	Labor:	\$75.00	Total:	\$931.00
PUGET SOUND BALLROOM A		Parts:	\$20,137.23	Labor:	\$1,291.50	Total:	\$21,428.73

PUGET SOUND BALLROOM B

02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC TSC-70-G3-Black Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,524.00	\$1,636.50
	1 EA	QSC TSC-710t-G3-Black Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.	\$364.00	\$401.50



1 EA QSC TSC-101-G3-Black
Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only

\$2,536.00 \$2,648.50

02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT Parts: \$4,424.00 Labor: \$262.50 Total: \$4,686.50

03. VIDEO SOURCE RELATED EQUIPMENT



1 EA QSC NC-20x60-Dark Gray
20x Optical Zoom 60 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket

\$4,436.00 \$4,586.00



1 EA Vaddio 2 Gang Camera Mount, Long-Black
THIN PROFILE WALL MOUNT LONG, ATTACHES TO 2 GANG BOX, LONG FOR IMPROVED CABLE BEND RADIUS

\$144.31 \$159.31

03. VIDEO SOURCE RELATED EQUIPMENT Parts: \$4,580.31 Labor: \$165.00 Total: \$4,745.31

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT



1 EA Visionary Solutions DuetE-2 Encoder-
A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante

\$1,193.33 \$1,305.83



1 EA Visionary Solutions DuetE-WP-BLACK-Black
A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante

\$1,460.00 \$1,610.00



1 EA Visionary Solutions D4100-Black
AV DECODER 4K UHDOIP POE (NO DANTE or AES67)

\$714.00 \$789.00



1 EA QSC I/O-USB Bridge-Black
Q-SYS PoE endpoint for AV-to-USB UC Bridging. Delivers driver-less usb 2.0 connection for UVC applications and HID extension.

\$1,668.00 \$1,893.00

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT Parts: \$5,035.33 Labor: \$562.50 Total: \$5,597.83

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT



1 EA Shure MXWAPT4-Z10-White
4-CH ACCESS POINT TRANSCEIVER

\$2,611.87 \$2,724.37



2 EA Shure MXW2/BETA58-Black
Handheld Transmitter with BETA58® Micr

\$641.33 \$1,306.66



2 EA Shure MXW1-Black
MICROFLEX WIRELESS BODYPACK TRANSCEIVER

\$553.53 \$1,152.06




2 EA Shure WL185-Black
Microflex® Cardioid Lavalier Microphone for Wireless Body Packs

\$120.00 \$285.00




06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT Parts: \$5,241.59 Labor: \$226.50 Total: \$5,468.09

07. AUDIO PROCESSING RELATED EQUIPMENT



	Quantity	Description	Price Each	Installed
	1 EA	QSC unDX2IO--Black & White 2x2 Channel 2Gang US WallPlate, Dante, AES67, Black and White	\$856.00	\$931.00
07. AUDIO PROCESSING RELATED EQUIPMENT Parts: \$856.00 Labor: \$75.00 Total: \$931.00				
PUGET SOUND BALLROOM B Parts: \$20,137.23 Labor: \$1,291.50 Total: \$21,428.73				

PUGET SOUND BALLROOM C


02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC TSC-70-G3-Black Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,524.00	\$1,636.50
	1 EA	QSC TSC-710t-G3-Black Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.	\$364.00	\$401.50
	1 EA	QSC TSC-101-G3-Black Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$2,536.00	\$2,648.50
02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT Parts: \$4,424.00 Labor: \$262.50 Total: \$4,686.50				

03. VIDEO SOURCE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC NC-20x60-Dark Gray 20x Optical Zoom 60 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	\$4,436.00	\$4,586.00
	1 EA	Vaddio 2 Gang Camera Mount, Long-Black THIN PROFILE WALL MOUNT LONG, ATTACHES TO 2 GANG BOX, LONG FOR IMPROVED CABLE BEND RADIUS	\$144.31	\$159.31
03. VIDEO SOURCE RELATED EQUIPMENT Parts: \$4,580.31 Labor: \$165.00 Total: \$4,745.31				

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	Visionary Solutions DuetE-2 Encoder- A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,193.33	\$1,305.83



1 EA	Visionary Solutions DuetE-WP-Black A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante	\$1,460.00	\$1,610.00
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1 EA	Visionary Solutions D4100-Black AV DECODER 4K UHDOIP POE (NO DANTE or AES67)	\$714.00	\$789.00
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1 EA	QSC I/O-USB Bridge-Black Q-SYS PoE endpoint for AV-to-USB UC Bridging. Delivers driver-less usb 2.0 connection for UVC applications and HID extension.	\$1,668.00	\$1,893.00
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04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT	Parts:	\$5,035.33	Labor:	\$562.50	Total: \$5,597.83
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06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT



Quantity	Description	Price Each	Installed
1 EA	Shure MXWAPT4-Z10-White 4-CH ACCESS POINT TRANSCEIVER	\$2,611.87	\$2,724.37



2 EA	Shure MXW2/BETA58-Black Handheld Transmitter with BETA58® Mic	\$641.33	\$1,306.66
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2 EA	Shure MXW1-Black MICROFLEX WIRELESS BODYPACK TRANSCEIVER	\$553.53	\$1,152.06
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2 EA	Shure WL185-Black Microflex® Cardioid Lavalier Microphone for Wireless Body Packs	\$120.00	\$285.00
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06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT	Parts:	\$5,241.59	Labor:	\$226.50	Total: \$5,468.09
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07. AUDIO PROCESSING RELATED EQUIPMENT



Quantity	Description	Price Each	Installed
1 EA	QSC unDX2IO+-Black & White 2x2 Channel 2Gang US WallPlate, Dante, AES67, Black and White	\$856.00	\$931.00

07. AUDIO PROCESSING RELATED EQUIPMENT	Parts:	\$856.00	Labor:	\$75.00	Total: \$931.00
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PUGET SOUND BALLROOM C	Parts:	\$20,137.23	Labor:	\$1,291.50	Total: \$21,428.73
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PUGET SOUND BALLROOM D



02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT







Quantity	Description	Price Each	Installed
1 EA	QSC TSC-70-G3-Black Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,524.00	\$1,636.50

	1 EA	QSC TSC-710t-G3-Black Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.	\$364.00	\$401.50
	1 EA	QSC TSC-101-G3-Black Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$2,536.00	\$2,648.50
02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT			Parts: \$4,424.00	Labor: \$262.50
			Total: \$4,686.50	




03. VIDEO SOURCE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	QSC NC-20x60-Dark Gray 20x Optical Zoom 60 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	\$4,436.00	\$4,586.00
	1 EA	Vaddio 2 Gang Camera Mount, Long-Black THIN PROFILE WALL MOUNT LONG, ATTACHES TO 2 GANG BOX, LONG FOR IMPROVED CABLE BEND RADIUS	\$144.31	\$159.31
03. VIDEO SOURCE RELATED EQUIPMENT			Parts: \$4,580.31	Labor: \$165.00
			Total: \$4,745.31	

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	Visionary Solutions DuetE-2 Encoder- A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,193.33	\$1,305.83
	1 EA	Visionary Solutions DuetE-WP-BLACK-Black A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante	\$1,460.00	\$1,610.00
	2 EA	Visionary Solutions D4100-Black AV DECODER 4K UHDOIP POE (NO DANTE or AES67)	\$714.00	\$1,578.00
	1 EA	QSC I/O-USB Bridge-Black Q-SYS PoE endpoint for AV-to-USB UC Bridging. Delivers driver-less usb 2.0 connection for UVC applications and HID extension.	\$1,668.00	\$1,893.00
04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT			Parts: \$5,749.33	Labor: \$637.50
			Total: \$6,386.83	

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed
	1 EA	Shure MXWAPT4-Z10-White 4-CH ACCESS POINT TRANSCEIVER	\$2,611.87	\$2,724.37
	2 EA	Shure MXW2/BETA58-Black Handheld Transmitter with BETA58® Micr	\$641.33	\$1,306.66
	2 EA	Shure MXW1-Black MICROFLEX WIRELESS BODYPACK TRANSCEIVER	\$553.53	\$1,152.06



2 EA Shure WL185-Black
Microflex® Cardioid Lavalier Microphone for Wireless Body Packs

\$120.00 \$285.00

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT Parts: \$5,241.59 Labor: \$226.50 Total: \$5,468.09

07. AUDIO PROCESSING RELATED EQUIPMENT



Quantity: 1 EA Description: QSC unDX2IO+-Black & White
2x2 Channel 2Gang US WallPlate, Dante, AES67, Black and White

Price Each: \$856.00 Installed: \$931.00

07. AUDIO PROCESSING RELATED EQUIPMENT Parts: \$856.00 Labor: \$75.00 Total: \$931.00

PUGET SOUND BALLROOM D Parts: \$20,851.23 Labor: \$1,366.50 Total: \$22,217.73

OYSTER BAY ROOM

02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT



Quantity: 1 EA Description: QSC TSC-101-G3-Black
Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only

Price Each: \$2,536.00 Installed: \$2,648.50

02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT Parts: \$2,536.00 Labor: \$112.50 Total: \$2,648.50

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT



Quantity: 1 EA Description: Visionary Solutions DuetE-2 Encoder-
A/V Encoder, 2 Switchable HDMI inputs plus native USB-C video input; 4K UHD over IP
cinema quality ultra-low latency visually lossless switch matrix routable, with built-in
video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante

Price Each: \$1,193.33 Installed: \$1,305.83



Quantity: 1 EA Description: Visionary Solutions DuetE-WP-BLACK-Black
A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually
lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante

Price Each: \$1,460.00 Installed: \$1,610.00

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT Parts: \$2,653.33 Labor: \$262.50 Total: \$2,915.83

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT



Quantity: 1 EA Description: Shure MXWAPT2-Z10-White
2-CH ACCESS POINT TRANSCEIVER

Price Each: \$1,362.67 Installed: \$1,512.67



1 EA	Shure MXW2/BETA58-Black Handheld Transmitter with BETA58® Mic	\$641.33	\$653.33
1 EA	Shure MXW1-Black MICROFLEX WIRELESS BODYPACK TRANSCEIVER	\$553.53	\$576.03
1 EA	Shure WL185-Black Microflex® Cardioid Lavalier Microphone for Wireless Body Packs	\$120.00	\$142.50

06. AUDIO SOURCE / MICROPHONE RELATED EQUIPMENT Parts: \$2,677.53 Labor: \$207.00 Total: \$2,884.53

07. AUDIO PROCESSING RELATED EQUIPMENT



Quantity	Description	Price Each	Installed
1 EA	QSC unDX2IO+-Black & White 2x2 Channel 2Gang US WallPlate, Dante, AES67, Black and White	\$856.00	\$931.00

07. AUDIO PROCESSING RELATED EQUIPMENT Parts: \$856.00 Labor: \$75.00 Total: \$931.00

08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT



Quantity	Description	Price Each	Installed
8 EA	QSC AC-C6T-White QSC AcousticCoverage AC-C6T (EACH) 6Full-range, ceiling mount loudspeakers-White Priced as Each, Packed and Sold as Pairs.	\$125.60	\$2,504.80

08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT Parts: \$1,004.80 Labor: \$1,500.00 Total: \$2,504.80

OYSTER BAY ROOM Parts: \$9,727.66 Labor: \$2,157.00 Total: \$11,884.66

MOBILE DISPLAY CART

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT



Quantity	Description	Price Each	Installed
2 EA	Visionary Solutions D4100-Black AV DECODER 4K UHDOIP POE (NO DANTE or AES67)	\$714.00	\$1,578.00

04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT Parts: \$1,428.00 Labor: \$150.00 Total: \$1,578.00

05. PROJECTION AND DISPLAY RELATED EQUIPMENT





Quantity	Description	Price Each	Installed
2 EA	LG CE-75UR640S9-Black 75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	\$1,608.00	\$3,816.00


08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT	Parts:	\$1,507.20	Labor:	\$2,250.00	Total:	\$3,757.20
SINCLAIR GALLERY	Parts:	\$11,641.91	Labor:	\$3,975.00	Total:	\$15,616.91

ROTUNDA / LOBBY





02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed			
	1 EA	QSC TSC-70-G3-Black Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,524.00	\$1,636.50			
	1 EA	QSC TSC-710t-G3-Black Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3.	\$364.00	\$401.50			
02. CONTROL SYSTEM & USER INTERFACE RELATED EQUIPMENT		Parts:	\$1,888.00	Labor:	\$150.00	Total:	\$2,038.00


04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT

	Quantity	Description	Price Each	Installed			
	2 EA	Visionary Solutions D4100-Black AV DECODER 4K UHDOIP POE (NO DANTE or AES67)	\$714.00	\$1,578.00			
04. VIDEO SWITCH AND TX/RX RELATED EQUIPMENT		Parts:	\$1,428.00	Labor:	\$150.00	Total:	\$1,578.00

05. PROJECTION AND DISPLAY RELATED EQUIPMENT








	Quantity	Description	Price Each	Installed			
	1 EA	Chief XTM1U-Black X-Large Fusion® Micro-Adjustable Tilt Wall Mount, 55" - 100", up to 250 lbs, Landscape	\$347.85	\$647.85			
	1 EA	LG 86UR640S9UD-Black 86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	\$2,340.00	\$2,640.00			
	1 EA	LG CE-75UR640S9-Black 75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	\$1,608.00	\$1,908.00			
	1 EA	Chief LTM1U-Black Large Fusion® Micro-Adjustable Tilt Wall Mount, 42" - 86", up to 200 lbs, Landscape	\$293.57	\$443.57			
05. PROJECTION AND DISPLAY RELATED EQUIPMENT		Parts:	\$4,589.42	Labor:	\$1,050.00	Total:	\$5,639.42

08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT



	Quantity	Description	Price Each	Installed			
	4 EA	QSC AC-C6T-White QSC AcousticCoverage AC-C6T (EACH) 6Full-range, ceiling mount loudspeakers-White Priced as Each, Packed and Sold as Pairs.	\$125.60	\$1,252.40			
08. LOUDSPEAKERS AND AMPLIFICATION EQUIPMENT		Parts:	\$502.40	Labor:	\$750.00	Total:	\$1,252.40
ROTUNDA / LOBBY		Parts:	\$8,407.82	Labor:	\$2,100.00	Total:	\$10,507.82

GLOBAL COSTS

09. PATCH CABLES, BULK WIRING & CONNECTORS

	Quantity	Description	Price Each	Installed			
	1 Lot	JAYMARC HDMI Cabling Package Assembly HDMI Cabling Package					
	8 EA	Comprehensive Connectivity NanoFlex HDMI 1.5' NanoFlex Pro AV/IT Integrator Series 4K 18G High Speed HDMI Cable 1.5 FT, 18 INCH	\$14.65	\$117.20			
NanoFlex HDMI 6'	6 EA	Comprehensive Connectivity NanoFlex HDMI 6' NanoFlex Pro AV/IT Integrator Series 4K 18G High Speed HDMI Cable 6 FT	\$18.32	\$181.92			
	8 EA	Comprehensive Connectivity NanoFlex HDMI 12' (ACTIVE) NanoFlex Pro AV/IT Integrator Series Active 4K 18G High Speed HDMI Cable 12FT, ACTIVE-DIRECTIONAL	\$53.71	\$525.68			
	1 Lot	JAYMARC Bulk Cabling Package Assembly Integration cabling package.					
	10 1,000'	Windy City Wire Cat6 Data Cable (CAT6P-BLK)-Black 23-4P UNS SOL CMP Cat6 for 1Ghz LAN, Plenum	\$393.35	\$33,933.50			
	1 1,000'	Windy City Wire S70 Speaker Cable (18-02P-BLK)-Black 18-02 UNS STR CMP for 70v Speaker Systems and DC power, Plenum	\$226.67	\$3,226.67			
	.5 1,000'	Windy City Wire Mic/Line Cable (22-1PREZP-BLK)-Black 22-1P OAS STR CMP TC for Analog Audio, Mic, Line and Control, Plenum	\$333.33	\$1,666.67			
09. PATCH CABLES, BULK WIRING & CONNECTORS		Parts:	\$4,983.64	Labor:	\$34,668.00	Total:	\$39,651.64

11. FINALS

	Quantity	Description	Price Each	Installed
	1 Lot	JAYMARC Labor Package Assembly Professional AV System Design, Documentation and Deployment Services		
	2 Hr	JAYMARC SUBMITTALS Technical Services to generate initial Product Submittals for review and acceptance.		\$250.00



32 Hr	JAYMARC SHOP DRAWING Drafting Services to generate Shop Drawings for construction, installation and coordination with As-Built updates upon completion.	\$4,000.00
10 Hr	JAYMARC TECHNICAL DESIGN Technical Design Services to ensure interoperability of components and satisfaction of design criteria.	\$1,500.00
4 Hr	JAYMARC O&M'S Technical Services to compile OEM Operation and Maintenance Manuals at project completion.	\$500.00
8 Hr	JAYMARC SYSTEM USER GUIDES Administrative services to compile and publish end-user System Operation and Usage Guides.	\$1,200.00
26 Hr	JAYMARC RACK FABRICATION Assembly of equipment racks and technical enclosures including installation of components, termination and management of head end cabling, and fabrication of internal wiring harnesses.	\$3,900.00
32 Hr	JAYMARC DSP PROGRAMMING Off-Site Programming to generate application specific audio routing and processing configurations.	\$4,800.00
32 Hr	JAYMARC CONTROL PROGRAMMING Off-Site Programming to generate application specific system user interfaces and control automation.	\$4,800.00
12 Hr	JAYMARC COMMISSIONING On-Site Deployment and Testing of system devices and associated programming by manufacturer trained technicians.	\$1,800.00
2 Hr	JAYMARC TRAINING Training Services for End-User or "Train the Trainer" including system orientation and basic operation.	\$300.00
8 Hr	JAYMARC TRAVEL & MOBILIZATION Mobilization Services for delivery of products and services to the customer site.	\$1,200.00
6 Hr	JAYMARC DECOMMISSIONING Technician labor to decommission and remit to owner existing equipment no longer required	\$900.00

	11. FINALS	Parts:	\$0.00	Labor:	\$25,150.00	Total:	\$25,150.00
	GLOBAL COSTS	Parts:	\$4,983.64	Labor:	\$59,818.00	Total:	\$64,801.64

Miscellaneous Parts:	\$1,589.02
Project Management:	\$11,708.03
Freight and Shipping:	\$6,356.06
Parts:	\$158,901.57
Labor:	\$78,053.50

Parts No Sales Tax: \$0.00

Labor No Sales Tax: \$0.00

Subtotal: \$256,608.17

Sales Tax: \$23,607.96

Total: \$280,216.13

TYSON SCHERB | SALES & MARKETING MANAGER



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Kitsap Conference Center, C11050

Date: _____

Tyson Scherb

Date: _____

Agreement Contract

GENERAL CONDITIONS

- CREDIT VERIFICATION:** This Contract is subject to Jaymarc Investments Inc., d/b/a Jaymarc AV verifications of the Customer's credit and determination that such credit is adequate or satisfactory to JAYMARC AV.
- SCHEDULING:** JAYMARC AV will expeditiously complete the work, subject to availability of materials and site. It is the responsibility of the Customer to make timely design and materials selections, and make the site available so that the work of JAYMARC AV can be performed as initially planned and bid. Work will be performed during the normal business hours (Monday through Friday, 7:00 a.m. to 4:30 p.m.). JAYMARC AV shall not be liable for failure to deliver occasioned by any cause beyond the control of JAYMARC AV including, but not limited to, inability to obtain material or shipping space, machinery breakdowns, carrier delay of supplies and governmental regulation. Expedited shipping and installation requests are subject to an additional charge. Projects will be put on stop work "Hold" status if down payment or progress payments are not received according to JAYMARC AV terms (Section 11). Additional labor incurred as a result of construction delays for non-receipt of down payment or progress payments will be added to contract.
- CORRECTION OR COMPLETION OF WORK:** At the completion of the work, JAYMARC AV shall remove all waste materials from the site, together with JAYMARC AV's tools, construction equipment, and surplus materials. Prior to making final payment, the Customer may review the work and make a list of items, if any, which the Customer believes should be corrected or completed. There shall only be one such list, and it shall be signed by the Customer. This list will be the Customer's statement of work, if any, to be corrected or completed for the Customer to be reasonably satisfied with JAYMARC AV's work and make final payment. There will be only one such punch list. JAYMARC AV shall have the right to perform all corrective work identified on the Customer's punch list, unless JAYMARC AV declines to do so following receipt from the Customer of the punch list together with a reasonable period within which to perform the work. The Customer shall not offset the cost of completing any work stated on the punch list against any balance owed to JAYMARC AV, nor shall the Customer contract with any alternative contractor for the performance or completion of work within the scope of this Contract, nor shall the Customer occupy or use JAYMARC AV's work until and unless JAYMARC AV shall have been first provided the notice and opportunity stated above. If the Customer does contract with an alternate contractor to perform work on the punch list or otherwise complete the project without first affording the above-described opportunity to JAYMARC AV, or if the Customer commences to use or occupy the space in which JAYMARC AV performed work, the Customer accepts all work "as-is" and waives any claim against JAYMARC AV. Upon JAYMARC AV's completion or correction of the work identified on the Customer's single punch list, any hold-back withheld from final payment shall be paid within the next three (3) business days to JAYMARC AV. All further work shall be performed as warranty work as provided for in Paragraph 6 of this Contract. Any accrued balance owing and unpaid to JAYMARC AV, regardless of whether the amount in dispute is liquidated or un-liquidated, shall bear an interest of 18% per annum or the legally maximum rate, whichever is less, from the date of the initial invoice.
- CHANGES IN WORK:** The Customer may request changes or modifications in the scope of work, or the client may request work to be done in a Time and Materials (T&M) Method. These requests may be agreed upon orally or in writing. If agreed upon in writing, such changes or modifications shall be identified and agreed upon in a written change order prepared by JAYMARC AV and signed by both parties. Unless so otherwise agreed and signed by both parties in writing, all extra work and change order performed by JAYMARC AV shall be billed by JAYMARC AV and paid by the Customer at the rate of \$125.00 per hour for all labor plus the cost of all product at a 25% Margin as well as 20% margin on all subcontractors, equipment and permits. Jaymarc AV shall be compensated for Project Management at the rate of 10% of all actual labor hours used. The project management time shall be compensated at the same \$125.00 per hour. In all cases, when a project is changed or cancelled in all or part, Jaymarc AV shall be entitled to the benefits of the bargain in that all unrealized profits of the project are non-refundable. Payment for change orders shall be at the time of the next progress billing.
- DISPUTES AND REMEDIES:** If a dispute arises, the parties shall meet in good faith in a bona fide effort to resolve. Any unsettled disputes between the parties shall be decided by suit filed in either District or Superior Court. Any suit filed in Superior Court shall be decided according to the Mandatory Arbitration Rules (MAR) regardless of the amount in dispute. The MAR Arbitrator shall have the authority to enter a decree of foreclosure in the arbitration proceeding and the MAR Arbitrator's award shall be subject to appeal only pursuant to RCW

Ch. 7.04. In the event a dispute or lawsuit arises and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid his or her actual attorneys' fees and costs by the non-prevailing party. Neither party may request or receive attorneys' fees pursuant to RCW 4.84.250 et seq.

6. **WARRANTY:** Jaymarc AV warrants the integrated system(s) furnished are free of defects in workmanship for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled based on our availability of resources. This warranty includes trouble shooting, uninstalling and installing of any equipment within the Jaymarc AV system except for the cost to service and/or repair Owner Furnished Equipment (OFE) or out of manufacture warranty equipment. Jaymarc AV will broker and process the repair of that equipment at the standard Jaymarc AV fee rate.

7. **WORK PERFORMED BY CUSTOMER:** The Customer shall supply his own labor or materials as follows for the following portions of the work, without adjustment of the contract price: All AC Power, Structural Reinforcement, Network, Telephone Lines, Subscription services such as TV, IPStreams or any other NON-AV task identified in the proposal. If JAYMARC AV's work is delayed or otherwise adversely affected by the Customer's work, the additional costs, if any, incurred by JAYMARC AV shall be charged to the Customer pursuant to Section 4 of this Contract.

8. **PREMISES:** In the event that the work involves improvements to an existing structure, JAYMARC AV is not responsible for unknown or unobserved structural, electrical, plumbing or mechanical conditions in an existing building or on the Customer's premises. JAYMARC AV has familiarized itself with the Customer's project and premises but has not disturbed any of the existing construction in order to further inspect. JAYMARC AV cannot ascertain unobserved or unknown conditions of the Customer's premises, including structural, electrical, plumbing and mechanical systems for purposes of determining whether all necessary work has been identified in the contract documents. Accordingly, at the time that the existing structure and/or mechanical/electrical/plumbing systems are uncovered following commencement of the work JAYMARC AV may be required by the applicable building authority or by normal or standard construction practices to perform additional work not stated in the contract documents in order to complete all of the work according to the building codes or standard construction practices which are designed to ensure the safety and integrity of the structure. The contract price has not been increased by JAYMARC AV in order to cover these unknown or unobserved conditions. If extra work is required because of these conditions, the contract price will be adjusted according to Section 4 of this Contract.

9. **ALLOWANCES:** An allowance constitutes a dollar value of the contract price, which has been set aside for the purpose of financing a distinct portion of the work, such as electronic equipment. The customer has reviewed the allowance amounts for consistency with the Customer's expectations concerning quality of the project. The allowance is not an estimate. Where an overage occurs on any one allowed item, the Customer shall pay the overage, together with the margin of 20% to JAYMARC AV. The Customer's allowance includes all costs charged to JAYMARC AV's account or incurred directly by the Customer for procurement of the allowed item.

10. **PERMITS:** JAYMARC AV will obtain any licenses, permits or inspections required for the installation of a sound or communications system. Unless specifically stated, the cost of all permits is NOT INCLUDED IN THE QUOTED PRICE and will be added according to section #4 above.

11. **STANDARD PAYMENT TERMS:** 40% down payment due upon receipt of invoice. Progress billings to 90% of job quotation will be due within 30 days of invoice date. The final 10% will be billed upon completion and due within 30 days. The down payment is a non-refundable payment for systems consultation, services associated with site evaluation, system presentation and/or programming documentation of the equipment, benefits of bargain and order processing costs. Washington State sales tax is not included in the price quotation. Necessary electrical permit fees are not included in the price quotation and will be billed separately. Prices are subject to change after 30 days. Pricing assumes sufficient lead time. Rush shipping charges are extra. Rush installation is also subject to additional charges. Payment not received may cause job to be put in stop work or "Hold" status as stated in Section 2. Retention will not exceed 5% and will be paid within 30 days of final billing. All outstanding billings are subject to 18% per annum interest.

12. **WORK BY OTHERS:** 110v and higher power circuits shall be provided and installed by others. Unless otherwise noted, others shall

provide all conduits and cable raceways required and associated fire blocking. Pricing assumes that owner or others shall provide any required shelving or cabinetry, unless otherwise noted.

13. **OWNERSHIP AND REMOVAL OF EQUIPMENT:** Title, ownership and right to possession of the equipment remains with JAYMARC AV until all sums due under this Agreement are paid in full. Should payment in full not be made, subject to the terms of this Contract, for any reason other than default by JAYMARC AV then (a) JAYMARC AV shall have immediate right to enter the Customer's premises where the equipment or materials are located and take possession of said equipment or materials without notice or demand and without legal proceedings, and (b) Customer agrees to pay on demand all expenses which have been reasonably incurred by JAYMARC AV including, but not limited to, training on equipment, installation and reasonable equipment rental fees along with any expenses incurred for protecting or recovering the equipment or materials and in enforcing any of JAYMARC AV's rights arising under this contract. Upon delivery, Customer assumes the risk of loss or damage to equipment and Customer shall be held liable and responsible to JAYMARC AV for the full value of equipment in the event of loss or damage, due to any cause whatsoever, until payment in full is made to JAYMARC AV under the terms of this contract.

14. **PREVAILING WAGE:** ~~Unless specifically stated, this contract does not conform with Washington State or any government agencies prevailing wage laws.~~ All labor is quoted as standard Non-Prevailing wage labor rates.

15. **SITE CONDITIONS – EXEMPTIONS:** Jaymarc AV is an electronics system integrator and specializes in providing complete functional systems dealing with state-of-the-art electronics. During the integration of our system, there may be situations that occur that are no fault of ours and shall be dealt with as a change order. These situations include, but are not limited to:

- *Room Acoustics* - If a room is found to be acoustically reverberant or otherwise in-appropriate for the proposed system design, Jaymarc AV may recommend room acoustic treatment for the room in order for electronic performance to be maximized. If the client elects to not treat the room, they understand that the limitations of performance are directly impacted by the room acoustics. Jaymarc AV will do everything they can to identify these issues prior to final design. Under no circumstances shall Jaymarc AV be liable for poor performance of a system due to existing room acoustic issues.
- *Existing Networks* - If our system design includes system integration with a client provided network. It is the client's responsibility to verify that their network is suitable for the devices being integrated. It is the responsibility of the client to provide all necessary ports, expansions, switches, POE, and peripherals necessary to accommodate the integrated devices. Data and VoIP network segments provided by or supported by others shall not be covered under the Jaymarc AV standard warranty.
- *RF Interference* - RF (Radio Frequency) Interference is everywhere and is not always present at the same level at the same time. i.e. many radio stations increase their power at night. Jaymarc AV utilizes RF shielded components and wireless devices that are conducive to implementation in standard existing RF fields. With this being said, Jaymarc AV shall not be held liable for any interference from existing or introduced RF fields in any location.

16. **SCHEDULE:** Each project contracted with Jaymarc AV has a unique installation schedule and Jaymarc AV will work with the client to provide a reasonable schedule to meet both parties best interest. If no schedule is listed, Jaymarc AV works under the following basis for schedules:

- Engineering / Submittals / Shop Drawings - 3 to 6 weeks from executed contract.
- Procurement - 1 to 2 weeks from Approval of above task.
- Installation Start - 1 to 2 weeks from receipt of all procured equipment.
- Completion - 8 to 12 weeks from executed contract.

17. **SYSTEM PROPOSAL - SCOPE OF WORK:** This General Conditions document is an attachment to the System Proposal, aka Scope of Work. If there are any discrepancies between the Scope of Work and the General Conditions documentation, the General Conditions shall take precedence.

The above GENERAL CONDITIONS constitute a CONTRACTUAL OBLIGATION between Jaymarc Investments Inc., dba Jaymarc AV and the client.

	Miscellaneous Parts:	\$1,589.02
	Project Management:	\$11,708.03
	Freight and Shipping:	\$6,356.06
	Parts:	\$158,901.57
	Labor:	\$78,053.50
	Parts No Sales Tax:	\$.00
	Labor No Sales Tax:	\$.00
	Subtotal:	\$256,608.17
	Sales Tax:	\$23,607.96
	Total:	\$280,216.13

TYSON SCHERB | SALES & MARKETING MANAGER



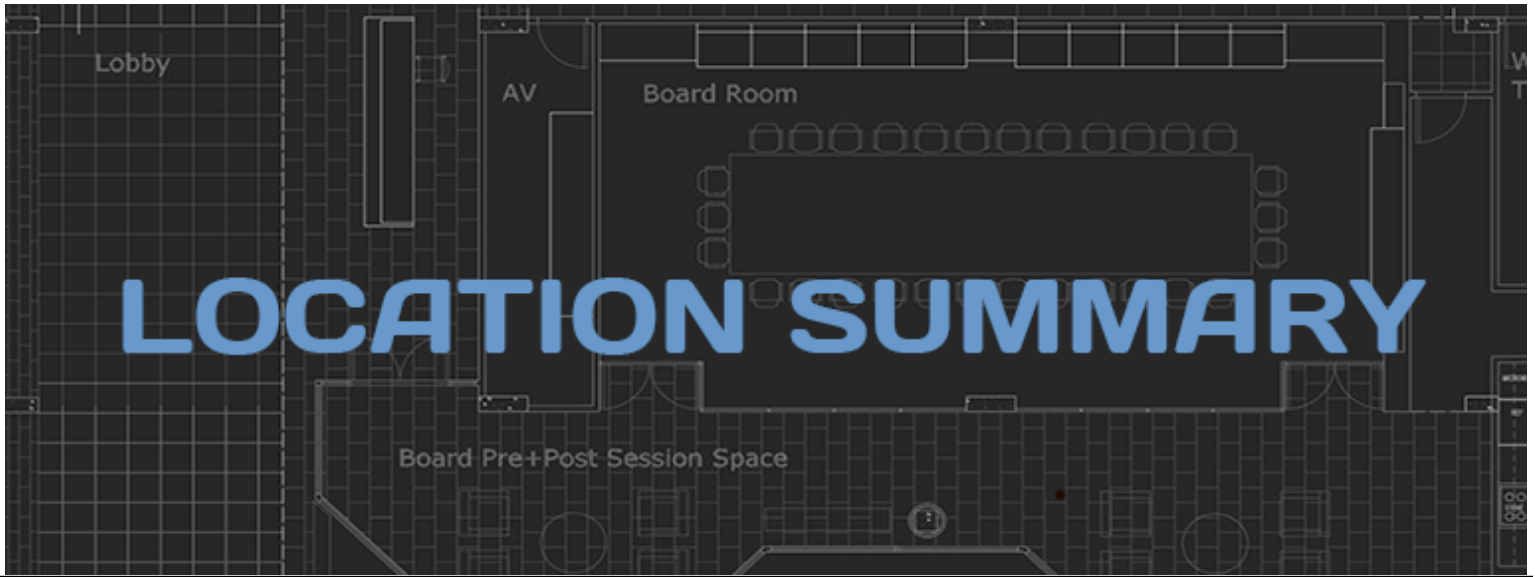
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Kitsap Conference Center, C11050

Date: _____

Tyson Scherb

Date: 3/29/2024



FIRST FLOOR AV RACK	\$35,587.74
PUGET SOUND BALLROOM A	\$21,428.73
PUGET SOUND BALLROOM B	\$21,428.73
PUGET SOUND BALLROOM C	\$21,428.73
PUGET SOUND BALLROOM D	\$22,217.73
OYSTER BAY ROOM	\$11,884.66
MOBILE DISPLAY CART	\$12,052.38
SINCLAIR GALLERY	\$15,616.91
ROTUNDA / LOBBY	\$10,507.82
GLOBAL COSTS	\$64,801.64

Miscellaneous Parts:	\$1,589.02
Project Management:	\$11,708.03
Freight and Shipping:	\$6,356.06
Parts:	\$158,901.57
Labor:	\$78,053.50

Parts No Sales Tax:	\$.00
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Total:	\$280,216.13
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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4G

SUBJECT:

Updates to the Parks & Recreation Director
Job Description

Study Session Date: May 8 & 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: Legal/HR

Presenter: Charlotte Nelson

Phone: (360) 473-5926

SUMMARY: Following Council review and previous discussions, including during the May 8 Study Session, the submitted updates have been made to the Director of Parks & Recreation Job Description.

ATTACHMENTS:

1. Job Description – Director of Parks & Recreation;
2. BMC Chapter 2.17 Parks and Recreation Department;
3. BMC Chapter 13.15 Parks and Recreation Commission;
4. Class Specification Bulletins: City of Olympia, City of Longview, City of Marysville, and City of Puyallup;
5. Emails from Council Members and Mayor.

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Director of Parks & Recreation Job Description as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

DIRECTOR OF PARKS & RECREATION**GENERAL FUNCTION AND POSITION SUMMARY**

This position is responsible for the overall vision and direction of the Parks and Recreation Department as well as administrative oversight of activities and programs including the acquisition, development, and maintenance of all park facilities and grounds; the establishment of recreation, athletic, community and senior centers, cultural arts, and special event programs; and the supervision and evaluation of assigned personnel.

Responsibilities include development and oversight of department goals and objectives; policies and procedures; budget development and oversight; and compliance with statutory requirements.

Considerable and frequent contact with the Mayor, City Council, and other department directors as well as representatives of local, state, federal, and tribal governments and agencies, and the public.

REPRESENTATIVE ESSENTIAL DUTIES and RESPONSIBILITIES (Note – this list is intended only to illustrate the various types of work that may be performed. The omission of specific statements does not exclude them from the position.)

1. Plans, directs, and coordinates comprehensive parks, culture and recreational programs and services for the city and provides strong and creative leadership and vision to the department and staff. Develops, supports, and models a positive and productive workplace culture.
2. Provides for the proper maintenance and operation of public parks, playgrounds, recreational and golf course facilities, Ivy Green Cemetery and related management agreements. Provides recreational programs on behalf of the City. Manages the 1% for the Arts program.
3. Develops a competent, well-trained properly structured and motivated staff capable of achieving departmental goals and commitments; evaluates employee performance, reviews projects and programs, and distributes work to ensure proper and efficient workflow. Supervises and/or directs the supervision, selection, training, discipline, and discharge of department personnel.
4. Works with advisory boards, foundations, community coalitions, elected officials, and other agencies in developing master plans and long-range plans for the acquisition, development and maintenance of community parks and recreational facilities.
5. Develops, implements, and evaluates effective and efficient operations of the department in the delivery of services to the public in a manner that complies with all applicable laws, regulations, and ordinances.
6. Works closely with the Parks and Recreation Commission. Directs planning and public involvement programs for neighborhoods, businesses and other community groups; provides staff support for their advisory board, committees and other community organizations partners, coordinating work plans and assignments to facilitate efficient and meaningful public involvement and policy direction.
7. Directs the establishment and maintenance of effective and efficient departmental work policies, systems, and procedures, consistent with city policies relating to personnel, budgeting and accounting, procurement, contract management and other administrative matters.

DIRECTOR OF PARKS & RECREATION

8. Oversees all parks, arts, cultural, recreation, and volunteer engagement programs and projects for the city. Coordinates programs and activities of the department with other city departments, local and regional agencies, and citizen groups.
9. Participates directly in the planning and development of significant community projects consistent with city goals and objectives.
10. Facilitates and promotes research, updated technologies and trends and recommends programming and resources to achieve objectives.
11. Prepares annual budget and justifies budget requests and amendments.
12. Projects and procures revenues and funding for the department, including management of grants and accessing federal and state funding sources.
13. Ensures the financial well-being of the department by establishing cost control measures and monitoring all fiscal operations of the department. Ensures the efficient and economical use of department funds, staffing, materials, facilities, and time.
14. Performs related duties as assigned to effectively accomplish assigned areas of responsibility and contribute to effective city operations.
15. Punctual, regular and reliable attendance is essential for successful job performance.

KNOWLEDGE, SKILLS and ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

Knowledge of:

- Principles and practices related to parks grounds and facilities including horticulture and landscaping.
- Principles of urban park planning and design, urban forestry, and environmental practices.
- Principles and practices of recreational activities, programs, community wellness, volunteerism, and community events.
- Principles and practice of risk management for parks, facility use, trails, and recreational programming.
- Principles and practices of effective management, including supervision, training, evaluation, motivation, problem solving, decision making, leadership, and discipline.
- Principles and practices of municipal budget development and administration, purchasing and contract requirements.
- Planning and development of capital improvement projects related to parks.
- Safety regulations, standards, guidelines, and practices related to parks and facilities maintenance, trails, and recreational activities and equipment.
- Principles of collective bargaining agreements.
- Principles of emergency management practices at a regional response level.

DIRECTOR OF PARKS & RECREATION**Ability to:**

- Provide strategic leadership to the department, elected officials and senior management.
- Plan, direct, and control the operations and functions as assigned to the Parks and Recreation Department.
- Plan, organize, develop, and supervise the work of subordinate employees, including training, assigning, and evaluating their work and providing job performance feedback.
- Research, draft, and submit proposals to receive grant funding.
- Critically analyze current policies, practices, and procedures, and implement changes as needed.
- Prepare, administer, and monitor complex budgets.
- Establish and maintain effective working relationships with staff, city officials, other government agencies, and the public.
- Remain current on legislative and regulatory changes that affect park and facilities maintenance and recreation programs and activities.
- Communicate effectively both orally and in writing; explain complex ideas to a variety of audiences including the Mayor, City Council, media, and the public in a clear, comprehensive, and professional manner; make public presentations and respond to questions from a variety of audiences.
- Effectively operate windows-based computer, including Microsoft Word, spreadsheets, database, and specialized software applications related to assigned duties.

PHYSICAL REQUIREMENTS

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform the job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, or using specialized equipment. The working conditions described here are representative of those that must be met (with or without accommodation) by an employee to successfully perform the essential functions of this job.

- Reaching. Extending hand(s) and arm(s) in any direction.
- Fingering. Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Grasping. Applying pressure to an object with the fingers and palm.
- Talking. Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Hearing. Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discriminations in sound.
- Repetitive motion. Substantial movements (motions) of the wrists, hands, and/or fingers.

WORKING CONDITIONS

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Public presentations and evening meeting are required on a frequent basis. Normal air-conditioned office situation. The noise level in the work environment is usually quiet.

DIRECTOR OF PARKS & RECREATION**QUALIFICATIONS**

Seven (7) years of full-time paid experience in parks and recreation work; at least two (2) of which involved preparing service program funding justifications, and at least three (3) of which involved supervisory responsibility at the senior management level; or any combination of training, experience, and education which provides the required knowledge skills and abilities.

Excellent skills in written and verbal communications, interpersonal relationships, problem solving, as well as a customer service orientation and sound computer skills are essential.

A valid Washington State driver's license is required and must be obtained prior to date of appointment or another date set by the City.

An equivalent combination of experience, education, and training sufficient to successfully perform the essential duties of the position as listed above must be demonstrated by the applicant.

DESIRABLE QUALIFICATIONS

- Municipal or public sector experience.
- Knowledge of Northwest native plant and tree species.
- Experience planting trees to mitigate climate crisis.
- Knowledge of and experience managing community gardens.
- Demonstrated experience interacting with committees and commissions.
- Experience overseeing/managing multi-sport complexes.

LEGAL and REGULATORY EMPLOYMENT CONDITIONS

Occupational Group: Executive Management. In addition to the essential function of administrative head of an office or department, a person in executive management actively participates in: 1) evaluating the costs and effects of all existing operations and services; 2) devising strategies, advising, supporting and coordinating the activity of elected officials considering issues which involve conflicting or competing internal and external needs and resources; and 3) implementing City-wide service and operational changes.

Fair Labor Standards Act: The position qualifies for exemption from the Fair Labor Standards Act minimum wage and overtime provisions under the Act's Executive Employees exemptions.

Representation: This position is excluded from bargaining unit representation.

Civil Service: The classification is excluded from the City's Civil Service System.

Appointment and Removal Authority: The position is filled by Mayoral appointment pursuant to the Bremerton City Charter Article IV Section 21 which states in relevant part: "The Mayor shall be the administrator of the City...and shall make all appointments of administrative heads with confirmation by the City Council." Removal is at the will of the Mayor.

DIRECTOR OF PARKS & RECREATION

This classification specification does not constitute an employment agreement between the City and employee. It is subject to change by the City, with the approval of Human Resources, as the needs of the City and requirements change.

Chapter 2.17
PARKS AND RECREATION DEPARTMENT

Sections:

2.17.010 DEPARTMENT CREATED.

2.17.020 PARKS DIRECTOR - POSITION CREATED AND APPOINTMENT.

2.17.030 DUTIES.

2.17.010 DEPARTMENT CREATED.

There is hereby created the Parks and Recreation Department for the purpose of performing parks and recreation services for the City. The department shall be supervised by the parks director who shall serve as its director, who shall have complete charge of all of the work of the department, and who shall be responsible for hiring and supervising employees of the department. (Ord. 4810, Added, 09/14/2002)

2.17.020 PARKS DIRECTOR - POSITION CREATED AND APPOINTMENT.

There is hereby created the position known as Parks Director. The Parks Director shall be appointed by the Mayor, subject to confirmation of the City Council, on the basis of professional experience, education and demonstrated knowledge of accepted practices relating to the duties of the department. (Ord. 4810, Added, 09/14/2002)

2.17.030 DUTIES.

It shall be the duty of the parks director to provide for the proper maintenance and operation of public parks, playgrounds, recreational and golf course facilities, and Ivy Green Cemetery; and to provide recreational programs on behalf of the City. The Parks Director shall perform such other duties as the City Council or Mayor may direct or as may be required by law. (Ord. 4810, Added, 09/14/2002)

**Chapter 13.15
PARKS AND RECREATION COMMISSION**

Sections:

13.15.010 CREATED.

13.15.020 REMOVAL.

13.15.030 RULES.

13.15.040 MEETINGS AND OFFICERS.

13.15.050 POWERS AND DUTIES.

13.15.010 CREATED.

That the City of Bremerton Parks and Recreation Board shall be known as the Parks and Recreation Commission. The Parks and Recreation Commission shall consist of seven (7) members who shall be residents of the City of Bremerton. The appointments shall be for three (3) year terms. Members shall be appointed for staggered terms so that two members shall be appointed for terms commencing September 30, 2001, two members shall be appointed for terms commencing September 30, 2002; and three members shall be appointed for terms commencing September 30, 2003. The current Commission members whose terms expire in 2001, 2002 and 2003 shall continue to serve their terms until September 29 of the year of the expiration of their terms. The members shall serve without compensation. (Ord. 4724, Added, 12/08/2000)

13.15.020 REMOVAL.

Any member of the Commission may be removed from office with notice from the Mayor upon the formal recommendation of the Commission for incompetence, incompatibility of office, dereliction of duty, malfeasance in office, lack of attendance at meetings, or other good cause. Members of the Commission may be dismissed from the Commission if they miss more than three (3) consecutive meetings, unexcused, or any five (5) meetings within a twelve (12) month period. (Ord. 4724, Added, 12/08/2000)

13.15.030 RULES.

The Bremerton Parks and Recreation Commission shall conduct all meetings in accordance with the rules adopted by the Commission which are designated as the Parks and Recreation Commission By-Laws. (Ord. 4724, Added, 12/08/2000)

13.15.040 MEETINGS AND OFFICERS.

The Commission, each year, shall elect its own chairperson and create and fill such other offices as it may determine it requires. The Commission's regular meeting shall be held at 5:30 p.m. on the fourth Tuesday of each month, unless a change in the scheduled date or time is approved and duly noticed by the Commission. (Ord. 4724, Added, 12/08/2000)

13.15.050 POWERS AND DUTIES.

The Parks and Recreation Commission shall serve in an advisory capacity to the City Council, the Mayor, and the Parks and Recreation staff concerning formulation of policy and plans for development, management, and operation of the City's parks and recreation programs. Duties of the Commission shall include, but not be limited to:

- A. Assist with review of the Parks and Recreation budget;
- B. Promote parks and recreation programs to the community;
- C. Assist in the establishment of short-term and long-term goals for the future of the City's park system, including recreational programming and park maintenance; and
- D. Monitor and assess the park system.

In its advisory capacity, the Parks and Recreation Commission may advise, make recommendations, to and guide the Parks and Recreation Department on issues relating to recreational programming and the City's parks and open space system, and to assist the City in the following:

- A. The development of a broad variety of programs, facilities and services to meet the needs and demands of the community;
- B. Education of the public about the importance of and need for Parks and Recreation programs, facilities and services;
- C. Enhancement of citizen involvement in the planning and development of the parks system and the identification of local needs;
- D. Establishment of an effective public relations program utilizing all appropriate communications media;
- E. Long range capital improvement planning;
- F. Development of a close liaison and coordination with other agencies to ensure total cooperative community effort to provide the most effective and efficient service possible; and
- G. Periodic review of the Parks and Recreation Department's programs, facilities, services and relationships to assure that its goals and objectives are relevant to community needs. (Ord. 4724, Added, 12/08/2000)



The Bremerton Municipal Code is current through Ordinance 5491, passed February 7, 2024.

Disclaimer: The City Clerk's Office has the official version of the Bremerton Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.bremertonwa.gov/>

City Telephone: (360) 473-5323

[Code Publishing Company](#)



City of Olympia

Director of Recreation, Arts, and Facilities

CLASS CODE	037	SALARY	\$49.54 - \$60.23 Hourly \$8,586.81 - \$10,439.68 Monthly \$103,041.74 - \$125,276.11 Annually
ESTABLISHED DATE	January 04, 2019	REVISION DATE	January 04, 2019

Description

Under the general direction of the Department Director, the Associate Director is independently responsible for the administration of a wide range of department level programs, projects, and systems within the Department; with a primary focus on the Recreation, Arts, and Facilities Divisions. Associate Director's serve on behalf of the Director on critical department projects and/programs, and in their absence.

Essential Functions

The essential functions of this position include but are not limited to:

1. Provide leadership and guidance to the daily operation and long-range vision of the Recreation, Arts, and Facilities Divisions.
2. Provide leadership and guidance to the daily operation and long-range vision of the Recreation, Arts, and Facilities Divisions.
3. Provide leadership and guidance to the development and implementation of the department's operating budget, and all associated projects.
4. With support from the management team, prepare and manage all aspects of the annual department operating budget.
5. Develop, write and present program related information to and for a variety of internal and external audiences.
6. Develop, recommend and implement policies, procedures and standards.
7. Implement public process efforts and provide related information and reports to elected officials, managers, committees, boards, and the general public.
8. May be required to represent the Department and/or City as a liaison to a variety of advisory or community organizations as a regular attendee or related to time-specific projects.
9. Compliance with employee and public safety issues.
10. Responsible for program related administrative, customer service, public education, studies/research, program evaluation and written communications activities.
11. Staff efforts in program planning and implementation, data collection, analysis and reporting, research results in support of long and short-range planning, services and quality improvement efforts.
12. Contribute to the department's image, services, activities, programs and policies by using a variety of media, advertising, promotion and marketing techniques to encourage participation, generate revenue and build support, approval and consensus for department programs and services.
13. Punctual, regular and reliable attendance is essential for successful job performance.

Typical Qualifications

Knowledge/Skills/Abilities:

1. Knowledge in all of Departments major program areas: Recreation Facilities and Program Operation; Planning & Development; Park Services; Arts & Events.
2. Knowledge in long-range comprehensive planning.
3. Knowledge in Department level program and policy development and implementation.
4. Knowledge in Department level budget development and administration.
5. Knowledge in intergovernmental processes.
6. Knowledge in the Development and implementation intergovernmental agreements such as the Olympia School District Use Agreement.
7. Knowledge in contract development and management.
8. Knowledge in multi-project administration.
9. Knowledge in the management and supervision of numerous full-time and temporary employees.
10. Knowledge with labor relations and negotiations.
11. Knowledge in developing entrepreneurial and creative funding approaches to support Parks, Arts, and Recreation functions.
12. Knowledge of municipal government powers, functions, services, responsibilities, organization dynamics and administrative procedures.
13. Knowledge of policy development, analysis, implementation application, and communication.
14. Skills and abilities to communicate effectively when working with elected officials, neighborhood associations, citizen boards, committees, and the media.
15. Skills and abilities in creating and maintaining a work environment that encourages creative team dynamics, ownership, learning, and career fulfillment.
16. Skills and abilities to establish Department vision, set direction, and implement programs addressing community needs and issues.
17. Skills and abilities to lead, mentor, manage and supervise numerous full-time and part-time employees.
18. Skills and abilities in problem solving through collaboration and team building at the City, Department and Community level.

Experience/Education:

1. Graduation from an accredited college or university with a four-year degree in Parks/Recreation Management, Public Administration, Arts Administration, Business Administration or a closely related field is required.
2. Six years of progressive experience in the management and administration of the major functional areas or programs within the department's lines of business, including at least two years of supervisory experience is required.
3. Municipal or public sector experience is preferred.

Special Requirements:

1. Possession of valid Washington State Driver's License required.

Supplemental Information

Contacts:

1. Frequent and successful contact/interaction with employees and supervisors is critical to success.
2. The Associate Director must establish and maintain effective working relationships with all contacts.

3. Diplomacy, professionalism, enthusiasm, and strong communication and interpersonal skills are required to gain cooperation and motivate others.
4. Additionally, the incumbents have extensive contact with other Associate Directors in the Department to coordinate with other work units, departments, and agencies.
5. Incumbents serve as a technical advisor to the Department Director, the community, administrators, advisory committees, planning commissions, and the City Council.
6. Incumbents have daily or frequent contact with staff, other department management, citizens, and/or contractors.
7. The contact is for information sharing, coordination of effort and/or complaint resolution.
8. Providing accurate information in a style commensurate with the City's Philosophy Statement is central to overall success.

Supervision:

1. Directly or indirectly supervises all assigned staff.
2. In an Associate Director role, may at times supervise staff normally assigned to the other Associate Director or the Director.

Accountability:

1. The Associate Director reports to the Department Director and is accountable in departmental administration, operation and leadership.
2. This position has overall responsibility for design, direction, and accomplishment of Department level responsibilities, goals, and objectives in areas such as budgeting, strategic planning, marketing, communications, public involvement, employee training, and public image creation and maintenance.

Working Conditions:

1. The Associate Director primarily works in an office setting; however, sufficient agility and mobility is required to attend meetings at various locations, and maneuvering in and around a variety of work sites throughout the City.
2. Field work may expose the Associate Director to hazardous construction conditions, hazards associated with working in and around vehicular traffic, and variable weather as well as coming in contact with many health and safety hazards such as heavy equipment, chemicals, hazardous substances, and natural occurrences.
3. Work hour flexibility is required to attend meetings held at a variety of locations and during non-business hours.
4. The position is subject to the stress associated with accommodating competing priorities and demands and meeting various deadlines.
5. Meetings, particularly with officials and the general public, may be confrontational in nature.

The City of Olympia is an Equal Opportunity Employer, committed to a diverse workforce. Women, people of color, and people with disabilities are encouraged to apply.

Class Spec Data

FLSA Status - Exempt

Pay Grade - 086

Represented - No



City of Longview WA
Parks and Recreation Director

CLASS CODE	E8	SALARY	\$8,326.00 - \$11,242.00 Monthly \$99,912.00 - \$134,904.00 Annually
REVISION DATE	March 05, 2015		

Class Summary

The Parks and Recreation Director is responsible for directing and managing the overall operations of the City's Parks and Recreation Department, which includes divisions such as; Parks, Recreation, and Golf. Specific duties could include: managing staff to include hiring and firing decisions; establishing policies and procedures; promoting the public services available through various divisions; and ensuring all operations are aligned with the City's goals and priorities.

Class Essential Job Duties

Provides oversight and directs the implementation of operations for the Parks & Recreation Department, including Parks, Recreation, and Golf divisions, which includes planning, coordinating, administering, and evaluating programs, projects, processes, procedures, systems, standards, and/or service offerings.

Manages and directs staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environments; and, making hiring, termination, and disciplinary recommendations.

Responds to requests for information and provides subject-matter-expert guidance to other departments, officials, the general public, and/or external agencies; explains and interprets programs, policies, and activities.

Develops and monitors the departmental budget including allocating resources and approving expenditures.

Participates and/or serves on a variety of internal and external committees, meetings, and/or other related groups to secure advocacy and influence support for programs and ideals.

Ensures compliance with Federal, State, and local laws, regulations, codes, and/or standards;

Coordinates activities between multiple service areas and works to integrate and coordinate assigned service areas.

Performs other duties of a similar nature or level.

Training and Experience

Training and Experience (positions in this class typically require):

Bachelor's degree in parks and recreation administration, recreation, business, public administration, or related field; and 5-7 years of management experience in Parks and Recreation.

Licensing Requirements (positions in this class typically require):

Licensing Requirements:

Certified Parks and Recreation Professional (preferred)

Knowledge and Skills

Knowledge of:

- Management and leadership principles;
- Program development and administration principles and practices;
- Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;
- Advanced principles, practices, theories, and methodologies in assigned area of responsibility;
- Strategic planning principles;
- Marketing and communication principles and practices;
- Fiscal management principles;

- Public relations principles;

Budgeting principles.

Skill in:

- Monitoring and evaluating employees;
- Prioritizing and assigning work;
- Providing leadership;
- Using computers and applicable software applications;
- Managing projects;
- Managing and coordinating the preparation and publication of a variety of marketing, promotional, and/or communication materials;
- Giving presentations and speaking in public;
- Interpreting, applying, and ensuring compliance with applicable Federal, State, and local laws, rules, and regulations;
- Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions, and implementing recommendations in support of goals;
- Preparing and administering budgets;
- Managing change and sensitive topics;
- Planning, analyzing, and evaluating programs and services, operational needs, and fiscal constraints;

- Resolving conflict;

Communication and interpersonal skills as applied to interaction with coworkers, supervisor, customers, advisory groups, the general public, etc., sufficient to exchange or convey information and to receive work direction.

Physical Requirements

Positions in this class typically require: reaching, standing, walking, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.



MARYSVILLE
WASHINGTON

City of Marysville
Parks Director

CLASS CODE	M124	SALARY	\$174,854.00 - \$223,804.00 Annually
ESTABLISHED DATE	May 01, 2019	REVISION DATE	March 28, 2022

Position Summary

The position is responsible for the overall vision and direction of the Parks, Culture and Recreation Department as well as administrative oversight of activities and programs including the acquisition, development and maintenance of all parks facilities and grounds; the establishment of recreation, athletic, community center, cultural arts and special event programs; and the supervision and evaluation of performance of assigned personnel.

Responsibilities include development and oversight of department goals and objectives, policies and procedures; budget development and oversight; and compliance with statutory requirements.

Considerable and frequent contact is maintained with the Executive Department, City Council, and other department directors as well as representatives of local, state and federal governments and agencies, and the general public.

Essential Duties & Responsibilities

Other duties may be assigned as needed.

1. Plans, directs, and coordinates comprehensive parks, culture and recreational programs and services for the city and provides strong and creative leadership and vision to the department and staff. Develops, supports and models a positive and productive workplace culture based on city core values.
2. Develops a competent, well-trained, properly structured and motivated staff capable of achieving departmental goals and commitments; evaluates employee performance, reviews projects and programs, and distributes work to ensure proper and efficient workflow.
3. Works with advisory boards, foundations, community coalitions, elected officials and other agencies in developing master plans and long range plans for the acquisition, development and maintenance of community parks and recreational facilities.
4. Develops, implements and evaluates effective and efficient operation of the department in the delivery of services to the public in a manner that complies with all applicable laws, regulations, regulations and ordinances.
5. Directs the establishment and maintenance of effective and efficient departmental work policies, systems and procedures, consistent with city policies relating to personnel, budgeting and accounting, procurement, contract management and other administrative matters; participates in labor contract negotiations and responds to grievances as required.
6. Oversees all Parks, Culture and Recreation programs and projects for the city. Coordinates programs and activities of the department with other city departments, local and regional agencies and citizen groups.
7. Participates directly in the planning and development of significant community projects consistent with city goals and objectives.

8. Facilitates and promotes research, updated technologies and trends and recommends programming and resources to achieve objectives.
9. Prepares annual budget and justifies budget requests and amendments.
10. Projects and procures revenues and funding for the work of the department, including management of grants and accessing federal and state funding sources.
11. Ensures the financial well-being of the department by establishing cost control measures and monitoring all fiscal operations of the department. Ensures the efficient and economical use of departmental funds, staffing, materials, facilities and time.
12. Manages golf course enterprise operations and related management agreements.
13. Directs planning and presentation of public involvement programs for neighborhoods, businesses and other community groups. Provides staff support for Marysville Parks, Culture and Recreation Advisory Board(s) and ad hoc committees and other community organization partners coordinating work plans and assignments to facilitate efficient and meaningful public involvement and policy direction.
14. Performs related duties as assigned in order to effectively accomplish assigned areas of responsibility and contribute to effective city operations.

Knowledge, Skills, and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles and practices related to parks grounds and facilities maintenance including horticulture and landscaping.
- Principles of urban park planning and design, urban forestry and environmental practices.
- Principles and practices of recreational activities, programs, community wellness, and community events.
- Principles and practices of risk management for parks, facility use, trails, marina, and recreational programming.
- Principles and practices of effective management, including supervision, training, evaluation, motivation, problem solving, decision making, and leadership.
- Principles and practices of municipal budget development and administration, purchasing and contract requirements.
- Planning and development of capital improvement projects related to parks.
- Safety regulations, standards, guidelines and practices related to parks and facilities maintenance, trails, marina, and recreational activities and equipment.
- Windows based computers.
- Principles of Collective Bargaining Agreements.
- Principles of emergency management practices at a regional response level.

Ability to:

- Provide strategic leadership to the department, elected officials and senior management.
- Plan, direct and control the operations and functions assigned to the Parks, Culture and Recreation Department.
- Plan, organize, develop and supervise the work of subordinate employees, including training, assigning, and evaluating their work, and providing job performance feedback.
- Critically analyze current policies, practices, and procedures, and implement changes as needed.
- Prepare and administer complex municipal budgets.

- Establish and maintain effective working relationships with co-workers, city staff, city officials, other governmental agencies, and the public.
- Remain current on legislative and regulatory changes that affect park and facilities maintenance and recreation programs and activities.
- Communicate effectively both orally and in writing; explain complex ideas to a variety of audiences including the Mayor, Chief Administrative Officer, City Council, media, and the public in a clear, comprehensive and professional manner; make public presentations and respond to questions from a variety of audiences.
- Work effectively with media to communicate the city's message.
- Effectively operate windows based computer, including word processing, spreadsheet, database, and specialized software applications related to assigned duties.
- Maintain regular and reliable attendance.

Qualifications

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

- Ten years of progressively responsible experience in municipal Parks and Recreation management.
- Five years of supervisory experience.

Education and Training:

- Bachelor's degree in business management, public administration or a related field.
- Coursework and/or training in park maintenance resource management, park revenue, and golf course management preferred.

Certificates/Licenses:

- Emergency Management Training/NIMS certification.
- Must possess, or have the ability to possess within one month of hire date, a Washington State Driver's License.
- Must possess, or have the ability to possess within six months of hire date, first aid and CPR certifications.

Physical Demands/Working Conditions

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee may frequently lift up to 10 pounds; occasionally lift and/or move 10 - 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. This position works primarily in an office, and the noise level in the work environment is usually low to moderate.

Incumbent is occasionally required to conduct site visits to indoor and outdoor facility sites, private properties or park sites and could require exposure to outside weather conditions, moving traffic and heavy construction equipment, as well as standing and/or walking on variable surfaces including hard, even surfaces and uneven ground, and sloped embankments. The noise level may be moderate to loud.

Work is performed mainly during city office hours; however, some travel will be required and incumbent must attend night meetings of the City Council or city boards and commissions. These meetings are frequently held in

the evening and consequently require extended work hours.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.



City of Puyallup
Parks and Recreation Director

CLASS CODE	136A	SALARY	\$62.62 - \$80.17 Hourly \$10,854.00 - \$13,896.00 Monthly \$130,248.00 - \$166,752.00 Annually
ESTABLISHED DATE	September 25, 1993	REVISION DATE	July 13, 2018

Definition

Plan, organize and manage all activities of the Parks and Recreation Department in accordance with state law, federal law, and the City of Puyallup Municipal Code. Develop, implement and maintain processes and systems to facilitate the effective operations of Parks Maintenance and Development, Recreation Services, Senior Services, and the Pavilion. Determine strategic goals based upon present and future service demands and community needs. Supervise division managers/supervisors, providing leadership and resources to meet departmental goals and objectives. Ensure the effective and efficient utilization of department personnel, funds, equipment, facilities and time.

Work performance is reviewed through periodic reports on the department program objectives and goals. Considerable and frequent contact is maintained with the City Manager, other department directors, the Parks and Recreation Board, representatives of state and local governments, the Federal government, consultants, vendors and the public. Work is performed primarily in the office setting. This position will require the attendance of evening meetings.

Essential Functions

- Establish department goals, objectives and priorities; develop implementation strategies and timelines; monitor and measure performance; implement corrective action as needed.
- Participate in, and provide leadership to, City-wide long-range, strategic planning activities in coordination with the City Manager.
- Select, train, motivate, and evaluate department personnel; assign work activities, projects and programs; work with employees to correct deficiencies; and when appropriate implement discipline and termination procedures.
- Establish and maintain effective working relationships with department staff, city staff, officials, boards and commissions, vendors, and the public.
- Prepare and ensure fiscal responsibility of the department budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
- Coordinate grant applications and progress reports for parks and recreation projects or programs.
- Coordinate parks capital improvement projects, working with city departments, consultants and contractors.
- Develop, implement and maintain departmental policies and procedures.
- Administer collective bargaining agreements with relevant employees, ensuring contract compliance; handle grievance procedures, and participate in contract negotiations.

- Confer with the City Manager on matters concerning major departmental activities and furnish technical advice on department programs.
- Meet with and respond to inquiries from Council, city committees and boards, citizen groups, commissions and the public on department matters.
- Perform liaison work with other cities, counties, regional, state and federal agencies in funding and department matters.
- Safely drive city vehicles to off-site city departments and off-site meetings.
- Maintain regular and punctual attendance.
- Attend evening meetings and activities in fulfillment of job duties.
- Maintain confidentiality of sensitive and confidential materials.
- Perform other duties as assigned.

Qualifications

Knowledge of:

- Management principles and practices, including program planning and budgeting.
- Managerial aspects of senior programs, public recreation programs, parks maintenance programs and park planning and development.
- Recreational programming and its impact on the community.
- The organization and management of municipal government.
- Modern principles of leadership and motivation.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to:

- Plan for future needs of the community, develop department program statements, assist subordinates in the development of program objectives.
- Interpret and apply City policies, procedures, law and regulations relating to management activities.
- Effectively administer management principles, practices, and methods.
- Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to various situations.
- Complete work and projects in a thorough and timely manner.
- Show initiative in performing job duties.
- Effectively train, supervise, and evaluate department personnel (directly or indirectly) in a manner conducive to effective work performance and positive morale.
- Demonstrate leadership, team building, time management and organizational skills.
- Apply judgment and discretion in resolving problems and interpreting policies.
- Operate a personal computer with associated software and peripherals.
- Communicate effectively both verbally and in writing and possess active listening skills.
- Maintain confidentiality of information.
- Work evenings and occasional weekends to attend meetings and planning sessions.
- Establish and maintain positive, effective working relationships with those contacted in the performance of work.
- Maintain regular, reliable and punctual attendance.

Education and Experience

Bachelor's degree in Business Administration, Recreation Management or related area, and five years of increasingly responsible parks and recreation supervisory experience; or a combination of education, experience, and training that indicates the ability to successfully perform the essential functions of the position listed above.

SPECIAL QUALIFICATIONS:

- Criminal history check pursuant to RCW 43.43.830/832 where an employee will or may have unsupervised access to children, developmentally delayed persons or vulnerable adults.
- Possession of or the ability to obtain, and maintain throughout employment, a valid Washington State driver's license.

Physical Characteristics and Work Environment

Constant use of sight, hearing, and speech abilities to perform essential functions and communicate with others. Constant fine finger manipulation and use of hands and arms in reaching/handling/fingering/grasping while operating office equipment and computers, preparing written documentation, handling paperwork, etc. Frequent sitting, may be extended at times, while doing desk activities. Frequent bending/twisting at waist/knees/neck while working at desk, worktable, or moving from sitting to standing position. Frequent standing in combination with walking (short distances) throughout work shift in office areas. Occasional lifting/carrying up to 30-pound documents, file boxes. Occasional pushing/pulling force up to 10 pounds opening doors, drawers, and moving materials. Occasional climbing on stairs. Communicates verbally with City staff, outside agencies and the public in one-on-one settings, group settings and over the telephone. Works primarily indoors in an office environment with low noise levels, with occasional travel from site to site for attendance at meetings, including some evening meetings.

Supervision

This position reports directly to the City Manager and serves as a member of the City Manager's executive team. Incumbent receives general administrative direction from the City Manager. Work is reviewed and evaluated by the City Manager through periodic consultation and assessment of compliance with policy and departmental accomplishments. Employee exercises independent decision-making authority for management of staff, determining work objectives and goals to be accomplished, and the administration of programs and projects. Work independently within the scope and context of rules, regulations, and employer objectives.

From: Denise Frey <Denise.Frey@ci.bremerton.wa.us>
Sent: Tuesday, April 9, 2024 7:58 AM
To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Cc: Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Mike Riley <Mike.Riley@ci.bremerton.wa.us>
Subject: Fw: Notification of Retirement (Jeff Elevado)

President Chamberlin,

With this morning's news of Jeff Elevado's retirement after such a long period of service, I'd like to make certain that the job description for the position is updated and that a national search is conducted to find his replacement. While I know that Council is not responsible to hiring, we ARE responsible for the approval of the job description and salary level.

This is an exciting opportunity for our Parks and Recreation Department to evolve and Council has a responsibility to see that it's fully taken advantage of!

Thanks as always for your leadership!

Denise Frey

Denise Frey

Council Member, District 2
Chair, Public Safety Committee
Chair, Lodging Tax Advisory Committee
Member, Public Works Committee
Bremerton City Council
(360) 473-5280
denise.frey@ci.bremerton.wa.us
www.BremertonWA.gov

From: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>

Sent: Saturday, April 20, 2024 9:15 AM

To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Denise Frey <Denise.Frey@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>

Subject: Proposed changes to Parks Director Job Description

Please distribute to all members of Council.

Until staff return on Monday, I'm sending this to you three – Council President Chamberlin, because you are our Council President; Councilor Frey, because you are the Councilor most interested in Parks; Attorney Finnell, because we discussed this with you in Council recently.

Attached is the current job description. Suggestions for change:

1. Demonstrated experience in successful grantwriting and fundraising. *(We need \$300-\$400K to hire three more Operations staff. Other Parks funding issues constantly arise. Someone who is good at this is a highly important job requirement.)*
2. Experience selecting, installing, and maintaining PNW native, drought-tolerant trees, shrubs, and plants. *(This is the direction Dir. Elevado was moving in. It's a fiscally conservative direction, requiring less water & maintenance. It's ecologically sound, providing habitat for urban birds, wildlife, and pollinators.)*
3. Experience managing community gardens. *(These fill our Parks with people, which makes everyone safer. Builds community.)*
4. Experience planting trees to mitigate the climate crisis. *(We need refuges for extreme heat events that are open to all. Trees absorb water, reducing impact of heavy rain events. Act as windbreaks against fiercer winds.)*

I can't translate this into HR language, I'm sure HR can.

Paul Dutky's last report from Parks Commission showed survey results that big majority of respondents want trails through trees to run and walk. Let's give the people what they want.
Anna

Anna Mockler

City Councilor, District Six

2024 Council Vice-President

Audit Committee Chair

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

Sent: Monday, April 22, 2024 12:26 PM

To: Charlotte Nelson <Charlotte.Nelson@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>

Subject: RE: Proposed changes to Parks Director Job Description

Experience selecting, installing, and maintaining PNW native, drought-tolerant trees, shrubs, and plants would definitely limit our search to the Pacific Northwest Puget Sound Region.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4H

SUBJECT:

Amendment 4 to Public Defense Services
Agreement with LaCross and Murphy, PLLC

Study Session Date: May 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: Finance

Presenter: Melinda Monroe

Phone: (360) 473-5306

SUMMARY: In 2023, the City updated the Public Defense Services agreement with LaCross and Murphy, PLLC to account for changes to caseload standards issued by the WA State Supreme Court, increasing the annual base contract amount and adding reimbursable amounts of up to \$8,000 annually and funded through the Office of Public Defense. The Public Defense provider would like to hire another full-time attorney to meet caseloads standards and has requested an increase to their agreement up to \$450,000 annually.

ATTACHMENTS: Amendment 4; Amendment 3; Original agreement and Amendments 1 and 2

FISCAL IMPACTS (Include Budgeted Amount): Requested adjustment in the amount of \$100,000

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the requested Budget Adjustment in the amount of \$100,000; and Amendment 4 to the LaCross and Murphy, PLLC Public Defense Services Agreement; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

**AMENDMENT 3 OF THE AGREEMENT FOR CITY OF BREMERTON
PUBLIC DEFENSE SERVICES
LaCross & Murphy, PLLC**

This Amendment specifically amends the professional services agreement made and entered into by and between the **City of Bremerton** (“the City”), a Washington municipal corporation and **LaCross & Murphy, PLLC**, a Professional Limited Liability Corporation (“Public Defender”), whose address is 559 Bay Street Port Orchard, Washington 98366, on November 19th, 2019, City of Bremerton contract number 6039.

WHEREAS, the City has solicited legal services via the Public Defense Services Request for Proposal which closed on August 12, 2019, and LaCross & Murphy, PLLC is the awarded responder to this proposal, and

WHEREAS the City desires to have legal services, as described in the August 12th, 2019, Request for proposal and this Agreement, performed for indigent persons legally entitled to appointed representation in the City of Bremerton, by Public Defender as an independent contractor, and

WHEREAS, the City and the Public Defender agree that any and all funds provided pursuant to this Agreement are provided for the sole purpose of provision of legal services to indigent persons prosecuted with crimes in Bremerton Municipal Court,

WHEREAS the parties wish to extend the term of this agreement and agree that all provisions in the Agreement shall remain in full force and effect except as expressly modified by this document; and

WHEREAS, on November 19, 2021, the City and the Public Defender agreed to amend the original agreement updating the Definitions, Scope of Work, Defense Standards, Performance and Qualifications and extending the term of the agreement until December 31, 2022; and

WHEREAS, on October 13, 2022, the City and the Public Defender agreed to amend the original agreement and current amendments, to update the Public Defense Standards, the Performance and Qualifications standards, the Payment requirements, and the term of the agreement extending the agreement until December 31, 2024; and

WHEREAS, the City and the Public Defender further agree that a mutual benefit would arise from updating Section 2 Public Defense Standards, Section 5 Performance and Qualifications, Section 6 payment, and other employment requirements of the agreement,;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **SECTION 2: PUBLIC DEFENSE STANDARDS** is amended by deleting it in its entirety, and replacing it with the following:

The City adopts the following standards for the delivery of Public Defense Services, pursuant to RCW 10.101.030:

- A. Compensation of Counsel: Compensation of counsel shall be in accordance with the provisions set forth in sections 4 and 6 of this agreement.
- B. Duties and Responsibilities of Counsel: The duties and responsibilities of counsel shall be in accordance with this agreement.
- C. Caseload Limits: Public Defender will accept all caseloads for Bremerton misdemeanor cases, except cases in which there is a conflict of interest, and following six to eight months after the beginning of the term of this Agreement, shall review the case assignments with the City to evaluate and establish caseload limits, whether on a weighted basis or not, to meet the new case limit requirements set forth in Exhibit A. Case assignments are anticipated to exceed 1000 non-weighted cases per year.
- D. Responsibility for Expert Witness and Investigator Fees: After approval by the Court, expert witness and investigator fees will be paid by the City.
- E. Attorneys and Staff: The Public Defender shall provide, at a minimum, one full-time attorney and one full-time paraprofessional staff person to provide services pursuant to this Agreement.
- F. Supervision: The Public Defender shall provide supervising attorneys at the following standards: one supervisor for every two attorneys. Supervisors shall ensure all new associates have been properly trained and are prepared to appear at the Bremerton Municipal Court and shall appear in court to assist in training of new associates as necessary. A supervising attorney hired after the effective date of this agreement shall have at least three (3) years' experience in criminal law.
- G. New Standards: The Public Defender shall comply with the current standards for Indigent Defense adopted by the Washington State Supreme Court, attached hereto as Amended Exhibit A and incorporated herein by this reference.

2. **SECTION 3: TERM** is amended by deleting it in its entirety, and replacing it with the following:

The term of this agreement shall be extended from the thirty-first (31st) day to December 2024 until the thirty-first (31st) day of December 2025, unless extended or terminated earlier pursuant to the terms and conditions of this Agreement. The effective date of these changes shall be upon full execution of this amendment.

3. **SECTION 5: PERFORMANCE AND QUALIFICATIONS** is amended by deleting it in its entirety and replacing it with the following:

A. Practice Standards and Records

1. The Public Defender shall ensure that all attorneys, paraprofessional staff and supervisors shall maintain contemporaneous records of all legal services provided on a specific

case. The records shall provide a factual description of the work done and shall be sufficiently detailed to allow monitoring of legal service activity by the Contract Administrator, subject to any ethical obligations of the Public Defender.

2. Upon closing a case, all attorney, para-professional and supervisor files associated with the case shall be cross referenced and accessible as a whole for monitoring by the Contract Administrator, subject to any ethical obligations of the Public Defender.

3. The Public Defender shall establish practice standards to address the following substantive areas of Agreement compliance. The practice standards shall set objective expectations for each position and shall be measurable by objective means. With each practice standard, the Public Defender shall include a procedure for monitoring compliance with the standard. Practice standards should address the following areas and be available upon request:

- a. Attorney practice, including but not limited to;
 - i. Lawyer-client relationship, initial case actions, investigation and preparation, preliminary hearings; disposition without trial; trial; post-conviction or fact finding, and any other areas of attorney practice deemed appropriate by Public Defender.
 - ii. Attorney use of paraprofessionals and expert service.
- b. Paraprofessional practice.
- c. Supervision of attorneys and paraprofessionals.

4. The Public Defender agrees that, within available resources, reasonable efforts will be made by the Public Defender to keep the initial attorney assigned to a client throughout any case in which representation is undertaken. The Public Defender is not prohibited from rotating attorneys or from assigning a single attorney to handle various aspects of legal proceedings for all indigent persons where such method of assignment is the most reasonable method of obtaining effective legal representation for indigent persons.

5. A member of the Public Defender staff shall contact any assigned in-custody criminal defendant and obtain fundamental intake information for the bond hearing within one (1) working day from notification to the Public Defender of the assignment of the case and the in-custody status of the client. This provision applies to clients in custody at any facility within Kitsap County.

6. The Public Defender office shall send an official letter to make contact with all assigned clients within five (5) working days from initial appointment date.

7. The Bremerton City Attorney's Office or designee is responsible for making a copy of discovery available to the Public Defender. The Public Defender shall request discovery as soon as possible after case assignment but no later than three (3) business days of the assignment, whether initial or subsequent, on any case. The Public Defender shall obtain a copy of discovery at arraignment if available. The Public Defender agrees that discovery may be provided in electronic format.

8. Discovery shall be reviewed within five (5) days after receipt for purposes of determining any conflicts of interest. The Public Defender shall notify the Contract Administrator immediately of any conflict of interest as defined by the Washington State Rules

of Professional Conduct. The Public Defender shall provide the Contract Administrator with a written explanation stating the basis for the conflict in its notification, in addition to the required oral or written request to withdraw presented to the court.

9. The Public Defender shall establish and enforce policies and procedures to ensure that attorney time and other Defender resources funded by this Agreement shall only be used for work which is authorized by this Agreement.

10. The Public Defender shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Defender or the Defender itself shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Public Defender. Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Public Defender.

11. The Public Defender shall establish policies and procedures for pro-bono work provided by staff of the Public Defender. These policies and procedures shall assure that any such pro bono work is not provided to the exclusion or detriment of legal services that are the subject of this Agreement.

12. The Public Defender or his attorneys shall not provide transportation to any client assigned to the public defender pursuant to this Agreement.

B. Minimum Attorney Qualifications:

1. Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar.

2. Every Public Defender attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each year's required continuing legal education credits shall be in courses relating to criminal law practice or other areas of law in which the Public Defender provides legal services to clients under the terms of this Agreement or as otherwise required by the Washington State Office of Public Defense.

3. The Public Defender may employ interns pursuant to Admission to Practice Rule (APR) 9. No more than 5% of the cases handled by the Public Defender may be assigned to Rule 9 interns. However, Rule 9 interns may not be used to supplant the services of an attorney assigned by the Public Defender to perform the services of this Agreement.

4. The Public Defender attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.

5. Unless prior written approval has been granted by the Contract Administrator, no attorney may provide services under this Agreement if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

C. Evaluations:

The Public Defender Supervisor, or his/her designee, shall evaluate the professional performance of Public Defender attorneys and paraprofessional staff annually. Attorney evaluations should include monitoring of time and caseload records, review of case files, quality of case preparation, as well as in-court observation. Paraprofessional evaluations shall be sufficiently comprehensive to assess the quality of the actual work performed. The Contractor shall submit to the City a summary report of the annual attorney performance evaluations. The Contractor shall make available to the City its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Contractor's director and the Contractor attorney.

4. SECTION 6: PAYMENT is amended by deleting in its entirety, and replacing it with the following:

A. The City shall pay the Public Defender for the services as specified in Section 4, Scope of Work, in the amount not to exceed \$292,000.00 annually. Payments will be made in equal monthly payments.

B. The City will pay the Public Defender a flat monthly fee of \$24,083.33 by the thirtieth (30) working day of the following month.

C. In the event of failure to comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

D. Adjustment. By July 31st of the Calendar year the Public Defender and the Contracts Administrator shall review the year-to-date case assignment numbers (including all "court time" counts) and create an estimate of year end numbers. If it appears the estimated annual case load will result in an excess of 1,000 cases (pursuant to Exhibit A and Section 2. E of this agreement), these cases will be offered to the firm of LaCross and Murphy, PLLC, the Public Defender. If the Public Defender is able to accept additional caseload, they shall notify the Contracts Administrator of the estimated number of cases they can accept. If the Public Defender is unable to accept these cases due to caseload limits, they shall be assigned to another firm.

E. Auxiliary benefits. In addition to the flat fee compensation, the City will reimburse required attorney training courses up to \$2,166 annually per attorney and the City will reimburse Public Defender for associated Attorney's Washington State Bar fees and dues up to \$500 annually per employee. The auxiliary benefits shall not exceed a total amount of \$8,000 annually and will be paid on a reimbursement basis for actual costs incurred. Reimbursement will be provided when an invoice and satisfactory support is received by the City. The Public Defender shall submit regular billing statements detailing work performed and

amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in herein. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth herein.

Public Defender shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Public Defender shall only be compensated for Auxiliary benefits if requested.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Public Defender of its obligations under this Agreement.

Such auxiliary benefits will be contingent upon the ongoing award of the Washington State Office of Public Defense grant award for both 2024 and 2025.

5. SECTION 7: REPORTING REQUIREMENTS: is amended by deleting it in its entirety, and replacing it with the following:

Case Management System: The Public Defender will use a case management system that will allow them to file the reports described below.

Reporting: The Public Defender will provide the Contract Administrator monthly reports within forty-five (45) working days after the close of each calendar month in acceptable format as follows:

Report Title	Due Date
Monthly Court Case activity reports including attorney assignments and hearings held	Monthly (45 working days after the close of each calendar month)
Year-end reports, Annual Case assignment review, additional summaries, other reports or documents as requested by the Contract Administrator with reasonable notice	Due no later than January 31st following the year of service.

These reports must contain:

- Defendant’s name
- Case number(s)
- Criminal charges filed
- Disposition of each charge
- Number of court hearings
- Number of appeals filed annually
- Defendant’s jail custody status prior to sentencing

- Bench Trial, Jury Trial, Plea or Dismissal
- Assigned Attorney(s) name(s)
- Date case assigned
- The number of non-public defense service cases and public defense cases provided to a different contracted entity, by attorney

The City of Bremerton, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying. The report is due on or before the forty-fifth (45th) working day after the last day of the month of service. Payment may be withheld if reports are not submitted on time.

The Public Defender will immediately notify the Contract Administrator in writing when it becomes aware that a complaint lodged with the Bar Association has resulted in reprimand, suspension, or disbarment of an attorney providing services under this Agreement.

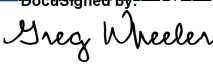
Public Defender accepts all requirements of this Amendment by endorsing below. Public Defender further agrees that this Amendment constitutes full and final settlement of all of the Public Defender’s claims for contract time and for all costs of any kind, including without limitation, costs of delays related to any work either covered or affected by this amendment, claims related to on-site or home office overhead, or lost profits. This Amendment does not limit the City’s right to bring a claim for past performance.

The undersigned public defender approves the foregoing Amendment as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Amendment to the original agreement.

This document will become a supplement of the agreement and all provisions will apply hereto. It is understood that this Amendment to the agreement shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into an Amendment that is binding on the parties of this contract. In addition, Public Defender warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF BREMERTON
DocuSigned by:

DAF46095E0E747B...
GREG WHEELER, MAYOR

LACROSS & MURPHY, PLLC
DocuSigned by:

57F8EQFFEB614EA...
By: Jacob Murphy. ATTY

Date: 12/26/2023

Its: Managing Partner
Date: 12/26/2023

APPROVED AS TO FORM:

DocuSigned by:
Michael Raya
52A0DE0001D0402...
Kylie J. Finnell, City Attorney

ATTEST:

DocuSigned by:
Angela Hoover
24ED5FD4E45C41F...
Angela Hoover, City Clerk

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE
STANDARDS

CrR 3.1
CURRENT STANDARDS FOR INDIGENT
DEFENSE AS ADOPTED BY THE
WASHINGTON STATE SUPREME COURT

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

CERTIFICATION OF COMPLIANCE

For criminal and juvenile offender cases, and civil commitment proceedings under chapter 71.05 RCW, a signed Certification of Compliance with Applicable Standards must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel.

The certification must be in substantially the following form:

SEPARATE CERTIFICATION FORM

<p>_____ Court of Washington</p> <p>for _____</p> <hr/> <p>State of Washington, Plaintiff</p> <p>vs.</p> <p>_____, Defendant</p>	<p>[] No.: _____</p> <p>[] Administrative Filing</p> <p>CERTIFICATION OF APPOINTED COUNSEL OF COMPLIANCE WITH STANDARDS REQUIRED BY CrR 3.1/CrRLJ 3.1/JuCR 9.2/</p>
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The undersigned attorney hereby certifies:

1. I am familiar with the Standards for Indigent Defense adopted by the Supreme Court which apply to attorneys appointed to represent indigent clients.
2. I file certification forms in each court in which I provide indigent defense representation.
3. Approximately ____ % of my total practice time is devoted to indigent defense cases. Approximately ____ % of my total practice time is devoted to indigent defense cases in this court.
4. I am appointed in other courts to provide indigent defense representation. My practice time in each is approximately as follows: ___ Not Applicable

Court: _____ % of total practice: _____

Court: _____ % of total practice: _____

Court: _____ % of total practice: _____

5. Caseload: I limit the number of cases and mix of case types to the caseload limits required by Standards 3.2, 3.3, and 3.4. My caseload is prorated to the percentage of my practice devoted to indigent defense.
6. Qualifications: I meet the minimum basic professional qualifications in Standard 14.1. I am familiar with the specific case qualifications in Standard 14.2 and accept appointment as lead counsel only when I meet the qualifications for that case.
7. Office: I have access to an office that accommodates confidential meetings, a postal address, and adequate telephone and communication services as required by Standard 5.2.
8. Investigators: I have investigators available to me and use investigative services as appropriate, as required by Standard 6.1.

Signature, WSBA#

Date

**AMENDMENT 2 OF THE AGREEMENT FOR CITY OF BREMERTON
PUBLIC DEFENSE SERVICES
LaCross & Murphy, PLLC**

This Amendment specifically amends the professional services agreement made and entered into by and between the **City of Bremerton** (“the City”), a Washington municipal corporation and **LaCross & Murphy, PLLC**, a Professional Limited Liability Corporation (“Public Defender”), whose address is 559 Bay Street Port Orchard, Washington 98366, on November 19th, 2019, City of Bremerton contract number 6039.

WHEREAS, the City has solicited legal services via the Public Defense Services Request for Proposal which closed on August 12, 2019, and LaCross & Murphy, PLLC is the awarded responder to this proposal, and

WHEREAS the City desires to have legal services, as described in the August 12th, 2019, Request for proposal and this Agreement, performed for indigent persons legally entitled to appointed representation in the City of Bremerton, by Public Defender as an independent contractor, and

WHEREAS, the City and the Public Defender agree that any and all funds provided pursuant to this Agreement are provided for the sole purpose of provision of legal services to indigent persons prosecuted with crimes in Bremerton Municipal Court,

WHEREAS the parties wish to extend the term of this agreement and agree that all provisions in the Agreement shall remain in full force and effect except as expressly modified by this document; and

WHEREAS, on November 19, 2021, the City and the Public Defender agreed to amend the original agreement updating the Definitions, Scope of Work, Defense Standards, Performance and Qualifications and extending the term of the agreement until December 31, 2022; and

WHEREAS the parties wish to further extend the term of this agreement in Section 3. Term and to update Section 5. A.6 Performance and Qualifications;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

- 1. SECTION 2: PUBLIC DEFENSE STANDARDS** is amended by deleting it in its entirety, and replacing it with the following:

The City adopts the following standards for the delivery of Public Defense Services, pursuant to RCW 10.101.030:

- A. Compensation of Counsel:** Compensation of counsel shall be in accordance with the provisions set forth in sections 4 and 6 of this agreement.

B. Duties and Responsibilities of Counsel: The duties and responsibilities of counsel shall be in accordance with this agreement.

C. Caseload Limits: Public Defender will accept all caseloads for Bremerton misdemeanor cases, except cases in which there is a conflict of interest, and following six to eight months after the beginning of the term of this Agreement, shall review the case assignments with the City to evaluate and establish caseload limits, whether on a weighted basis or not, to meet the new case limit requirements set forth in Exhibit A. Case assignments are anticipated to exceed 800 non-weighted cases per year.

D. Responsibility for Expert Witness and Investigator Fees: After approval by the Court, expert witness and investigator fees will be paid by the City.

E. Attorneys and Staff: The Public Defender shall provide, at a minimum, two full-time attorneys and one full-time paraprofessional staff person to provide services pursuant to this Agreement.

F. Supervision: The Public Defender shall provide supervising attorneys at the following standards: one supervisor for every two attorneys. Supervisors shall ensure all new associates have been properly trained and are prepared to appear at the Bremerton Municipal Court and shall appear in court to assist in training of new associates as necessary. A supervising attorney hired after the effective date of this agreement shall have at least three (3) years' experience in criminal law.

G. New Standards: The Public Defender shall comply with the new standards for Indigent Defense adopted by the Washington State Supreme Court by order dated September 1, 2021, attached hereto as Amended Exhibit A and incorporated herein by this reference.

2. **SECTION 3: TERM** is amended by deleting it in its entirety, and replacing it with the following:

The term of this agreement shall be extended from the thirty-first (31st) day of December 2022 until the thirty-first (31st) day of December 2024, unless extended or terminated earlier pursuant to the terms and conditions of this Agreement. The effective date of these changes shall be upon full execution of this amendment.

3. **SECTION 5: PERFORMANCE AND QUALIFICATIONS** is amended by deleting it in its entirety and replacing it with the following:

A. Practice Standards and Records

1. The Public Defender shall ensure that all attorneys, paraprofessional staff and supervisors shall maintain contemporaneous records of all legal services provided on a specific case. The records shall provide a factual description of the work done and shall be sufficiently detailed to allow monitoring of legal service activity by the Contract Administrator, subject to any ethical obligations of the Public Defender.

2. Upon closing a case, all attorney, paraprofessional and supervisor files associated with the case shall be cross referenced and accessible as a whole for monitoring by the Contract Administrator, subject to any ethical obligations of the Public Defender.

3. The Public Defender shall establish practice standards to address the following substantive areas of Agreement compliance. The practice standards shall set objective expectations for each position and shall be measurable by objective means. With each practice standard, the Public Defender shall include a procedure for monitoring compliance with the standard. Written practice standards are due to the Contract Administrator annually. Practice standards should address the following areas:

- a. Attorney practice, including but not limited to;
 - i. Lawyer-client relationship, initial case actions, investigation and preparation, preliminary hearings; disposition without trial; trial; post-conviction or fact finding, and any other areas of attorney practice deemed appropriate by Public Defender.
 - ii. Attorney use of paraprofessionals and expert service.
- b. Paraprofessional practice.
- c. Supervision of attorneys and paraprofessionals.

4. The Public Defender agrees that, within available resources, reasonable efforts will be made by the Public Defender to keep the initial attorney assigned to a client throughout any case in which representation is undertaken. The Public Defender is not prohibited from rotating attorneys or from assigning a single attorney to handle various aspects of legal proceedings for all indigent persons where such method of assignment is the most reasonable method of obtaining effective legal representation for indigent persons.

5. A member of the Public Defender staff shall visit any assigned in-custody criminal defendant and obtain basic contact and other fundamental intake information for a bond hearing within one (1) working day from notification to the Public Defender of the assignment of the case and the in-custody status of the client. This provision applies to clients in custody at any facility within Kitsap County.

6. The Public Defender office shall send an official letter to make contact with all assigned clients within five (5) working days from initial appointment date.

7. The Bremerton City Attorney's Office or designee is responsible for making a copy of discovery available to the Public Defender. The Public Defender shall request discovery as soon as possible after case assignment but no later than three (3) business days of the assignment, whether initial or subsequent, on any case. The Public Defender shall obtain a copy of discovery at arraignment if available. The Public Defender agrees that discovery may be provided in electronic format.

8. Discovery shall be reviewed within five (5) days after receipt for purposes of determining any conflicts of interest. The Public Defender shall notify the Contract Administrator immediately of any conflict of interest as defined by the Washington State Rules of Professional Conduct. The Public Defender shall provide the Contract Administrator with a written explanation stating the basis for the conflict in its notification, in addition to the required oral or written request to withdraw presented to the court.

9. The Public Defender shall establish and enforce policies and procedures to ensure that attorney time and other Defender resources funded by this Agreement shall only be used for work which is authorized by this Agreement.

10. The Public Defender shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Defender or the Defender itself shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Public Defender. Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Public Defender.

11. The Public Defender shall establish policies and procedures for pro-bono work provided by staff of the Public Defender. These policies and procedures shall assure that any such pro bono work is not provided to the exclusion or detriment of legal services that are the subject of this Agreement.

12. The Public Defender or his attorneys shall not provide transportation to any client assigned to the public defender pursuant to this Agreement.

B. Minimum Attorney Qualifications:

1. Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar.

2. Every Public Defender attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each year's required continuing legal education credits shall be in courses relating to criminal law practice or other areas of law in which the Public Defender provides legal services to clients under the terms of this Agreement or as otherwise required by the Washington State Office of Public Defense. The Public Defender will maintain for inspection on its premises records of compliance with this provision.

3. The Public Defender may employ interns pursuant to Admission to Practice Rule (APR) 9. No more than 5% of the cases handled by the Public Defender may be assigned to Rule 9 interns. However, Rule 9 interns may not be used to supplant the services of an attorney assigned by the Public Defender to perform the services of this Agreement.

4. The Public Defender attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.

5. Unless prior written approval has been granted by the Contract Administrator, no attorney may provide services under this Agreement if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

C. Evaluations:

The Public Defender Supervisor, or his/her designee, shall evaluate the professional performance of Public Defender attorneys and paraprofessional staff annually. Attorney evaluations should include monitoring of time and caseload records, review of case files, quality of case preparation, as well as in-court observation. Paraprofessional evaluations shall be sufficiently comprehensive to assess the quality of the actual work performed. The Contractor shall submit to the City a summary report of the annual attorney performance evaluations. The Contractor shall make available to the City its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Contractor's director and the Contractor attorney.

4. **SECTION 6: PAYMENT** is amended by deleting it in its entirety, and replacing it with the following:

A. The City shall pay the Public Defender for the services as specified in Section 4, Scope of Work, in the amount not to exceed \$275,000.00 annually. Payments will be made in equal monthly payments.

B. The City will pay the Public Defender by the thirtieth (30) working day of the following month.

C. In the event of failure to comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

D. **Adjustment.** By October 31st of the Calendar year the Public Defender and the Contracts Administrator shall review the year to date case assignment numbers (including all "court time" counts) and create an estimate of year end numbers. If it appears the estimated annual case load will result in an excess of 1,000 cases (pursuant to Exhibit A and Section 2. E of this agreement), these cases will be offered to the firm of LaCross and Murphy, PLLC, the Public Defender. If the Public Defender is able to accept additional caseload, they shall notify the Contracts Administrator of the estimated number of cases they can accept. If the Public Defender is unable to accept these cases due to caseload limits, they shall be assigned to another firm.

Public Defender accepts all requirements of this Amendment by endorsing below. Public Defender further agrees that this Amendment constitutes full and final settlement of all of the Public Defender's claims for contract time and for all costs of any kind, including without limitation, costs of delays related to any work either covered or affected by this amendment, claims related to on-site or home office overhead, or lost profits. This Amendment does not limit the City's right to bring a claim for past performance.

The undersigned public defender approves the foregoing Amendment as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Amendment to the original agreement.

This document will become a supplement of the agreement and all provisions will apply hereto. It is understood that this Amendment to the agreement shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a Amendment that is binding on the parties of this contract. In addition, Public Defender warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF BREMERTON
DocuSigned by:
Greg Wheeler
DAF48895E8E747B...
GREG WHEELER, MAYOR
Date: 10/13/2022

LACROSS & MURPHY, PLLC
DocuSigned by:
Jacob Murphy, ATTY
57E8E0EEEB814EA...
By: Jacob Murphy, ATTY
Its: Managing Partner
Date: 10/13/2022

APPROVED AS TO FORM:

DocuSigned by:
Michael Raya
52ACBE8801D0402...
Kylie J. Finnell, City Attorney

ATTEST:

DocuSigned by:
Angela Hoover
24ED3ED4E45C41F...
Angela Hoover, City Clerk

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

**CrR 3.1
STANDARDS FOR INDIGENT DEFENSE**

Preamble

The Washington Supreme Court adopts the following Standards to address certain basic elements of public defense practice related to the effective assistance of counsel. The Certification of Appointed Counsel of Compliance with Standards Required by CrR 3.1/ CrRLJ 3.1/JuCR 9.2/ MPR 2.1 references specific “Applicable Standards.” The Court adopts additional Standards beyond those required for certification as guidance for public defense attorneys in addressing issues identified in *State v. A.N.J.*, 168 Wn.2d 91 (2010), including the suitability of contracts that public defense attorneys may negotiate and sign. To the extent that certain Standards may refer to or be interpreted as referring to local governments, the Court recognizes the authority of its Rules is limited to attorneys and the courts. Local courts and clerks are encouraged to develop protocols for procedures for receiving and retaining Certifications.

[Adopted effective October 1, 2012; Amended effective February 1, 2021.]

Standard 1. Compensation

[RESERVED]

Standard 2. Duties and Responsibilities of Counsel

[RESERVED]

Standard 3. Caseload Limits and Types of Cases

Standard 3.1. The contract or other employment agreement shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.

[Adopted effective October 1, 2012.]

Standard 3.2. The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys, nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, “quality representation” is intended to describe the minimum level of attention, care, and skill that Washington citizens would expect of their state’s criminal justice system.

[Adopted effective October 1, 2012.]

Standard 3.3. General Considerations. Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort in each case type specified. Caseload limits assume a reasonably even distribution of cases throughout the year.

The increased complexity of practice in many areas will require lower caseload limits. The maximum caseload limit should be adjusted downward when the mix of case assignments is weighted toward offenses or case types that demand more investigation, legal research and writing, use of experts, use of social workers, or other expenditures of time and resources.

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

Attorney caseloads should be assessed by the workload required, and cases and types of cases should be weighted accordingly.

If a defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionately to determine a full caseload. In jurisdictions where assigned counsel or contract attorneys also maintain private law practices, the caseload should be based on the percentage of time the lawyer devotes to public defense.

The experience of a particular attorney is a factor in the composition of the case types in the attorney's caseload, but it is not a factor in adjusting the applicable numerical caseload limits except as follows: attorneys with less than six months of full time criminal defense experience as an attorney should not be assigned more than two-thirds of the applicable maximum numerical caseload limit. This provision applies whether or not the public defense system uses case weighting.

The following types of cases fall within the intended scope of the caseload limits for criminal and juvenile offender cases in standard 3.4 and must be taken into account when assessing an attorney's numerical caseload: partial case representations, sentence violations, specialty or therapeutic courts, transfers, extraditions, representation of material witnesses, petitions for conditional release or final discharge, and other matters that do not involve a new criminal charge.

Definition of case. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident can be counted as one case.

[Adopted effective October 1, 2012; Amended effective January 1, 2015.]

Standard 3.4. Caseload Limits. The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:

150 felonies per attorney per year; or

300 misdemeanor cases per attorney per year or, in jurisdictions that have not adopted a numerical case weighting system as described in this standard, 400 cases per year; or

250 juvenile offender cases per attorney per year; or

80 open juvenile dependency cases per attorney; or

250 civil commitment cases per attorney per year; or

1 active death penalty trial court case at a time plus a limited number of non-death-penalty cases compatible with the time demand of the death penalty case and consistent with the professional requirements of standard 3.2; or

36 appeals to an appellate court hearing a case on the record and briefs per attorney per year. (The 36 standard assumes experienced appellate attorneys handling cases with transcripts of an average length of 350 pages. If attorneys do not have significant appellate experience and/or the average transcript length is greater than 350 pages, the caseload should be accordingly reduced.)

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

Full-time rule 9 interns who have not graduated from law school may not have caseloads that exceed twenty-five percent (25%) of the caseload limits established for full-time attorneys.

In public defense systems in which attorneys are assigned to represent groups of clients at first appearance or arraignment calendars without an expectation of further or continuing representation for cases that are not resolved at the time (except by dismissal) in addition to individual case assignments, the attorneys' maximum caseloads should be reduced proportionally recognizing that preparing for and appearing at such calendars requires additional attorney time. This provision applies both to systems that employ case weighting and those that do not.

Resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case. This provision applies both to systems that employ case weighting and those that do not.

In public defense systems in which attorneys are assigned to represent groups of clients in routine review hearing calendars in which there is no potential for the imposition of sanctions, the attorneys' maximum caseloads should be reduced proportionally by the amount of time they spend preparing for and appearing at such calendars. This provision applies whether or not the public defense system uses case weighting.

[Adopted effective October 1, 2013, except paragraph 3, regarding misdemeanor caseload limits, effective January 1, 2015; Amended effective January 1, 2015.]

Standard 3.5. Case Counting and Weighting. Attorneys may not count cases using a case weighting system, unless pursuant to written policies and procedures that have been adopted and published by the local government entity responsible for employing, contracting with, or appointing them. A weighting system must:

- A. recognize the greater or lesser workload required for cases compared to an average case based on a method that adequately assesses and documents the workload involved;
- B. be consistent with these Standards, professional performance guidelines, and the Rules of Professional Conduct;
- C. not institutionalize systems or practices that fail to allow adequate attorney time for quality representation;
- D. be periodically reviewed and updated to reflect current workloads; and
- E. be filed with the State of Washington Office of Public Defense.

Cases should be assessed by the workload required. Cases and types of cases should be weighted accordingly. Cases which are complex, serious, or contribute more significantly to attorney workload than average cases should be weighted upward. In addition, a case weighting system should consider factors that might justify a case weight of less than one case.

[Adopted effective October 1, 2012; Amended effective January 1, 2015.]

Standard 3.6. Case Weighting Examples. The following are some examples of situations

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

where case weighting might result in representations being weighted as more or less than one case. The listing of specific examples is not intended to suggest or imply that representations in such situations should or must be weighted at more or less than one case, only that they may be, if established by an appropriately adopted case weighting system.

A. Case Weighting Upward. Serious offenses or complex cases that demand more-than-average investigation, legal research, writing, use of experts, use of social workers, and/or expenditures of time and resources should be weighted upward and counted as more than one case.

B. Case Weighting Downward. Listed below are some examples of situations where case weighting might justify representations being weighted less than one case. However, care must be taken because many such representations routinely involve significant work and effort and should be weighted at a full case or more.

i. Cases that result in partial representations of clients, including client failures to appear and recommencement of proceedings, preliminary appointments in cases in which no charges are filed, appearances of retained counsel, withdrawals or transfers for any reason, or limited appearances for a specific purpose (not including representations of multiple cases on routine dockets).

ii. Cases in the criminal or offender case type that do not involve filing of new criminal charges, including sentence violations, extraditions, representations of material witnesses, and other matters or representations of clients that do not involve new criminal charges. Noncomplex sentence violations should be weighted as at least 1/3 of a case.

iii. Cases in specialty or therapeutic courts if the attorney is not responsible for defending the client against the underlying charges before or after the client's participation in the specialty or therapeutic court. However, case weighting must recognize that numerous hearings and extended monitoring of client cases in such courts significantly contribute to attorney workload and in many instances such cases may warrant allocation of full case weight or more.

iv. Representation of a person in a court of limited jurisdiction on a charge which, as a matter of regular practice in the court where the case is pending, can be and is resolved at an early stage of the proceeding by a diversion, reduction to an infraction, stipulation on continuance, or other alternative noncriminal disposition that does not involve a finding of guilt. Such cases should be weighted as at least 1/3 of a case.

[Adopted effective October 1, 2012; Amended effective January 1, 2015.]

Related Standards

ABA STANDARDS FOR CRIMINAL JUSTICE: PROSECUTION FUNCTION AND DEFENSE FUNCTION Defense Function std. 4-1.2 (3d ed. 1993)

ABA STANDARDS FOR CRIMINAL JUSTICE: PROVIDING DEFENSE SERVICES std. 5-4.3 (3d ed. 1992)

AM. BAR ASS'N, GUIDELINES FOR THE APPOINTMENT AND PERFORMANCE OF DEFENSE COUNSEL IN DEATH PENALTY CASES (rev. ed. 2003)

ABA Comm. on Ethics & Prof'l Responsibility, Formal Op. 06-441 (2006) (*Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation*)

Am. Council of Chief Defenders, *Statement on Caseloads and Workloads* (Aug. 24, 2007)

ABA House of Delegates, *Eight Guidelines of Public Defense Related to Excessive Caseloads* (Aug. 2009)

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TASK FORCE ON COURTS, NAT'L ADVISORY COMM'N ON CRIMINAL STANDARDS & GOALS, COURTS std. 13.12 (1973)

MODEL CODE OF PROF'L RESPONSIBILITY DR 6-101.

ABA House of Delegates, *The Ten Principles of a Public Defense Delivery System* (Feb. 2002)

ABA House of Delegates, *Standards of Practice for Lawyers Who Represent Children in Abuse and Neglect Cases* (Feb. 1996)

Nat'l Legal Aid & Defender Ass'n, Am. Council of Chief Defenders, Ethical Opinion 03-01 (2003).

Nat'l Legal Aid & Defender Ass'n, *Standards for Defender Services* std. IV-1 (1976)

Nat'l Legal Aid & Defender Ass'n, *Model Contract for Public Defense Services* (2000)

Nat'l Ass'n of Counsel for Children, *NACC Recommendations for Representation of Children in Abuse and Neglect Cases* (2001)

Seattle Ordinance 121501 (June 14, 2004)

Indigent Defense Servs. Task Force, Seattle-King County Bar Ass'n, *Guidelines for Accreditation of Defender Agencies* Guideline 1 (1982)

Wash. State Office of Pub. Defense, *Parents Representation Program Standards of Representation* (2009)

BUREAU OF JUDICIAL ASSISTANCE, U.S. DEP'T OF JUSTICE, INDIGENT DEFENSE SERIES NO. 4, KEEPING DEFENDER WORKLOADS MANAGEABLE (2001) (NCJ 185632)

Standard 4. Responsibility of Expert Witnesses

[RESERVED]

Standard 5. Administrative Costs

Standard 5.1. [Reserved.]

Standard 5.2.

A. Contracts for public defense services should provide for or include administrative costs associated with providing legal representation. These costs should include but are not limited to travel; telephones; law library, including electronic legal research; financial accounting; case management systems; computers and software; office space and supplies; training; meeting the reporting requirements imposed by these standards; and other costs necessarily incurred in the day-to-day management of the contract.

B. Public defense attorneys shall have (1) access to an office that accommodates confidential meetings with clients and (2) a postal address, and adequate telephone services to ensure prompt response to client contact.

[Adopted effective October 1, 2012.]

Standard 6. Investigators

Standard 6.1. Public defense attorneys shall use investigation services as appropriate.

[Adopted effective October 1, 2012.]

Standards 7-12

[RESERVED]

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

Standard 13. Limitations on Private Practice

Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

[Adopted effective October 1, 2012.]

Standard 14. Qualifications of Attorneys

Standard 14.1. In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and

B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and

C. Be familiar with the Washington Rules of Professional Conduct; and

D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; when representing youth, be familiar with the Performance Guidelines for Juvenile Defense Representation approved by the Washington State Bar Association; and when representing respondents in civil commitment proceedings, be familiar with the Performance Guidelines for Attorneys Representing Respondents in Civil Commitment Proceedings approved by the Washington Bar Association; and

E. Be familiar with the Washington State Guidelines for Appointed Counsel in Indigent Appeals; and

F. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and

G. Be familiar with mental health issues and be able to identify the need to obtain expert services; and

H. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

[Adopted effective October 1, 2012; Amended effective April 24, 2018; February 1, 2021; September 1, 2021.]

Standard 14.2. Attorneys' qualifications according to severity or type of case¹:

A. Death Penalty Representation. Each attorney acting as lead counsel in a criminal case in which the death penalty has been or may be decreed and which the decision to seek the death penalty has not yet been made shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

- ii. At least five years' criminal trial experience; and
- iii. Have prior experience as lead counsel in no fewer than nine jury trials of serious and complex cases which were tried to completion; and
- iv. Have served as lead or co-counsel in at least one aggravated homicide case; and
- v. Have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and
- vi. Have completed at least one death penalty defense seminar within the previous two years; and
- vii. Meet the requirements of SPRC 2.²

¹ Attorneys working toward qualification for a particular category of cases under this standard may associate with lead counsel who is qualified under this standard for that category of cases.

²

SPRC 2
APPOINTMENT OF COUNSEL

At least two lawyers shall be appointed for the trial and also for the direct appeal. The trial court shall retain responsibility for appointing counsel for trial. The Supreme Court shall appoint counsel for the direct appeal. Notwithstanding RAP 15.2(f) and (h), the Supreme Court will determine all motions to withdraw as counsel on appeal.

The defense team in a death penalty case should include, at a minimum, the two attorneys appointed pursuant to SPRC 2, a mitigation specialist, and an investigator. Psychiatrists, psychologists, and other experts and support personnel should be added as needed.

B. Adult Felony Cases—Class A. Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served two years as a prosecutor; or
 - b. has served two years as a public defender; or two years in a private criminal practice; and
- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury.

C. Adult Felony Cases—Class B Violent Offense. Each attorney representing a defendant accused of a Class B violent offense as defined in RCW 9A.20.020 shall meet the following requirements.

- i. The minimum requirements set forth in Section 1; and

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

ii. Either;

a. has served one year as a prosecutor; or

b. has served one year as a public defender; or one year in a private criminal practice; and

iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in two Class C felony cases that have been submitted to a jury.

D. Adult Sex Offense Cases. Each attorney representing a client in an adult sex offense case shall meet the following requirements:

i. The minimum requirements set forth in Section 1 and Section 2(C); and

ii. Has been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

E. Adult Felony Cases—All Other Class B Felonies, Class C Felonies, Probation or Parole Revocation. Each attorney representing a defendant accused of a Class B felony not defined in

A list of attorneys who meet the requirements of proficiency and experience, and who have demonstrated that they are learned in the law of capital punishment by virtue of training or experience, and thus are qualified for appointment in death penalty trials and for appeals will be recruited and maintained by a panel created by the Supreme Court. All counsel for trial and appeal must have demonstrated the proficiency and commitment to quality representation which is appropriate to a capital case. Both counsel at trial must have five years' experience in the practice of criminal law (and) be familiar with and experienced in the utilization of expert witnesses and evidence, and not be presently serving as appointed counsel in another active trial level death penalty case. One counsel must be, and both may be, qualified for appointment in capital trials on the list, unless circumstances exist such that it is in the defendant's interest to appoint otherwise qualified counsel learned in the law of capital punishment by virtue of training or experience. The trial court shall make findings of fact if good cause is found for not appointing list counsel.

At least one counsel on appeal must have three years' experience in the field of criminal appellate law and be learned in the law of capital punishment by virtue of training or experience. In appointing counsel on appeal, the Supreme Court will consider the list, but will have the final discretion in the appointment of counsel.

Section 2(C) or (D) above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:

i. The minimum requirements set forth in Section 1, and

ii. Either:

a. has served one year as a prosecutor; or

b. has served one year as a public defender; or one year in a private criminal practice; and

iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury; and

iv. Each attorney shall be accompanied at his or her first felony trial by a supervisor if available.

F. Persistent Offender (Life Without Possibility of Release) Representation. Each attorney acting as lead counsel in a "two strikes" or "three strikes" case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

- i. The minimum requirements set forth in Section 1;³ and
- ii. Have at least:
 - a. four years' criminal trial experience; and
 - b. one year's experience as a felony defense attorney; and
 - c. experience as lead counsel in at least one Class A felony trial; and
 - d. experience as counsel in cases involving each of the following:

- 1. Mental health issues; and
- 2. Sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and
- 3. Expert witnesses; and
- 4. One year of appellate experience or demonstrated legal writing ability.

G. Juvenile Cases—Class A. Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1, and
- ii. Either:
 - a. has served one year as a prosecutor; or

³ RCW 10.101.060(1)(a)(iii) provides that counties receiving funding from the state Office of Public Defense under that statute must require "attorneys who handle the most serious cases to meet specified qualifications as set forth in the Washington state bar association endorsed standards for public defense services or participate in at least one case consultation per case with office of public defense resource attorneys who are so qualified. The most serious cases include all cases of murder in the first or second degree, persistent offender cases, and class A felonies."

- b. has served one year as a public defender; or one year in a private criminal practice; and
- iii. Has been trial counsel alone of record in five Class B and C felony trials; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

H. Juvenile Cases—Classes B and C. Each attorney representing a juvenile accused of a Class B or C felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served one year as a prosecutor; or

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

- b. has served one year as a public defender; or one year in a private criminal practice, and
- iii. Has been trial counsel alone in five misdemeanor cases brought to a final resolution; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor if available.

I. Juvenile Sex Offense Cases. Each attorney representing a client in a juvenile sex offense case shall meet the following requirements:

- i. The minimum requirements set forth in Section 1 and Section 2(H); and
- ii. Has been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

J. Juvenile Status Offenses Cases. Each attorney representing a client in a “Becca” matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Either:
 - a. have represented clients in at least two similar cases under the supervision of a more experienced attorney or completed at least three hours of CLE training specific to “status offense” cases; or
 - b. have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.

K. Misdemeanor Cases. Each attorney representing a defendant involved in a matter concerning a simple misdemeanor or gross misdemeanor or condition of confinement, shall meet the requirements as outlined in Section 1.

L. Dependency Cases. Each attorney representing a client in a dependency matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Attorneys handling termination hearings shall have six months’ dependency experience or have significant experience in handling complex litigation.
- iii. Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.
- iv. Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.

M. Civil Commitment Cases. Each attorney representing a respondent shall meet the following requirements:

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

- i. The minimum requirements set forth in Section 1; and
- ii. Each staff attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and
- iii. Shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:
 - a. served one year as a prosecutor; or
 - b. served one year as a public defender; or one year in a private civil commitment practice, and
 - c. been trial counsel in five civil commitment initial hearings; and
 - iv. Shall not represent a respondent in a jury trial unless he or she has conducted a felony jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.

N. Sex Offender "Predator" Commitment Cases. Generally, there should be two counsel on each sex offender commitment case. The lead counsel shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Have at least:
 - a. Three years' criminal trial experience; and
 - b. One year's experience as a felony defense attorney or one year's experience as a criminal appeals attorney; and
 - c. Experience as lead counsel in at least one felony trial; and
 - d. Experience as counsel in cases involving each of the following:
 1. Mental health issues; and
 2. Sexual offenses; and
 3. Expert witnesses; and
 - e. Familiarity with the Civil Rules; and
 - f. One year of appellate experience or demonstrated legal writing ability.

Other counsel working on a sex offender commitment case should meet the minimum requirements in Section 1 and have either one year's experience as a public defender or significant experience in the preparation of criminal cases, including legal research and writing and training in trial advocacy.

O. Contempt of Court Cases. Each attorney representing a respondent shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

ii. Each attorney shall be accompanied at his or her first three contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.

P. Specialty Courts. Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court, homelessness court) shall meet the following requirements:

i. The minimum requirements set forth in Section 1; and

ii. The requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and

iii. Be familiar with mental health and substance abuse issues and treatment alternatives.

[Adopted effective October 1, 2012.]

Standard 14.3. Appellate Representation. Each attorney who is counsel for a case on appeal to the Washington Supreme Court or to the Washington Court of Appeals shall meet the following requirements:

A. The minimum requirements as outlined in Section 1; and

B. Either:

i. has filed a brief with the Washington Supreme Court or any Washington Court of Appeals in at least one criminal case within the past two years; or

ii. has equivalent appellate experience, including filing appellate briefs in other jurisdictions, at least one year as an appellate court or federal court clerk, extensive trial level briefing, or other comparable work.

C. Attorneys with primary responsibility for handling a death penalty appeal shall have at least five years' criminal experience, preferably including at least one homicide trial and at least six appeals from felony convictions, and meet the requirements of SPRC 2.

RALJ Misdemeanor Appeals to Superior Court: Each attorney who is counsel alone for a case on appeal to the Superior Court from a court of limited jurisdiction should meet the minimum requirements as outlined in Section 1, and have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing a RALJ appeal.

[Adopted effective October 1, 2012.]

Standard 14.4. Legal Interns.

A. Legal interns must meet the requirements set out in APR 9.

B. Legal interns shall receive training pursuant to APR 9, and in offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held.

[Adopted effective October 1, 2012.]

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

Standards 15-18

[RESERVED]

CERTIFICATION OF COMPLIANCE

For criminal and juvenile offender cases, and civil commitment proceedings under chapter 71.05 RCW, a signed Certification of Compliance with Applicable Standards must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel.

The certification must be in substantially the following form:

SEPARATE CERTIFICATION FORM

_____ Court of Washington	
for _____	
State of Washington _____	
	Plaintiff
vs.	

	Defendant

[] No.: _____

[] Administrative Filing

CERTIFICATION OF APPOINTED COUNSEL OF COMPLIANCE WITH STANDARDS REQUIRED BY CrR 3.1/CrRLJ 3.1/JuCR 9.2/MPR 2.1

The undersigned attorney hereby certifies:

1. Approximately _____% of my total practice time is devoted to indigent defense cases.

AMENDED EXHIBIT A: WASHINGTON STATE SUPREME COURT INDIGENT DEFENSE STANDARDS

2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:

a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.

b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.

c. **Investigators:** I have investigators available to me and will use investigative services as appropriate, in compliance with Standard 6.1.

d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. [Effective October 1, 2013 for felony and juvenile offender caseloads; effective January 1, 2015 for misdemeanor caseloads; effective February 21, 2021 for civil commitment caseloads. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the case counting and weighting system applicable in my jurisdiction.]

e. **Specific Qualifications:** I am familiar with the specific case qualifications in Standard 14.2, Sections B-K and will not accept appointment in a case as lead counsel unless I meet the qualifications for that case. [Effective October 1, 2013; effective February 1, 2021 for civil commitment cases.]



Signature, WSBA# 20818

October 12, 2022
Date

**AGREEMENT FOR CITY OF BREMERTON
PUBLIC DEFENSE SERVICES
LaCross & Murphy, PLLC**

This Agreement is made and entered into by and between the **City of Bremerton** (“the City”), a Washington municipal corporation and **LaCross & Murphy, PLLC**, a Professional Limited Liability Corporation (“Public Defender”), whose address is 559 Bay Street Port Orchard, Washington 98366.

WHEREAS, the City has solicited legal services via the Public Defense Services Request for Proposal which closed on August 12, 2019, and LaCross & Murphy, PLLC is the awarded responder to this proposal, and

WHEREAS, the City desires to have legal services, as described in the August 12th, 2019 Request for proposal and this Agreement, performed for indigent persons legally entitled to appointed representation in the City of Bremerton, by Public Defender as an independent contractor, and

WHEREAS, the City and the Public Defender agree that any and all funds provided pursuant to this Agreement are provided for the sole purpose of provision of legal services to indigent persons prosecuted with crimes in Bremerton Municipal Court,

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows

SECTION 1: DEFINITIONS

- A. Case Assignment: A case assignment is that particular case assigned by the Bremerton Municipal Court.
- B. Case Credit: Case credit is a non-weighted case assignment.
- C. City: City is the City of Bremerton.
- D. Client: An indigent person who has been assigned to the Public Defender by the Bremerton Municipal Court.
- E. Completed Case: A completed case involves all necessary legal action from arraignment through the end of jurisdiction. This includes the filing of a notice of appeal upon the client’s request, application to proceed in forma pauperis on appeal, and a motion for appointment of appellate counsel but does not include the actual representation on appeal.
- F. Contract Administrator: Contract Administrator is the City of Bremerton Municipal Court Administration.
- G. Court: Court is the Municipal Court of Bremerton.

H. Criminal Case: A case is any one charge or series of related charges under one case number filed against one defendant/respondent.

I. Criminal Case Disposition: The case assignment remains in effect to the end of jurisdiction of the case and shall include the filing of an appeal, if applicable.

J. Discovery: Discovery consists of those reports, letters, memorandums, after-action reports, incidents reports, witness statements, officers' statements, expert witness reports which the City Prosecutor is obligated to provide on a continuing basis under the City or State code and pursuant to the State and Federal Constitutional requirements.

K. Legal Service: Legal service is legal representation provided by a licensed attorney and associated paraprofessional staff to an individual client, pursuant to a case assignment or court appointment. The attorney will be required by the Public Defender to satisfy the Code of Professional Responsibility, the law of the State of Washington and the United States in the full discharge of the duties to each individual client under this Agreement.

L. Indigent Defendant: An indigent defendant is a person determined indigent by the Court, as being eligible for a court-appointed attorney, pursuant to RCW 10.101.

M. Mayor: Mayor is the Mayor of Bremerton or designee.

N. Misdemeanor Practice Area:

1. Misdemeanor Case: Any criminal case filed by the Bremerton City Attorney or designee in Bremerton Municipal Court whether a misdemeanor or a gross misdemeanor.

2. Misdemeanor Appeal: A misdemeanor appeal involves filing the notice of appeal, if necessary, perfecting the record following the filing of the notice of appeal, preparation of the transcript pursuant to Rule 6.3a RALJ, preparing such briefs and memoranda as are required, arguing the case in Superior Court, and handling such paperwork as the Superior Court's decision and orders direct.

3. Misdemeanor Writ: A writ involves filing notice, perfecting the record, preparing such briefs and memoranda as required, arguing the case in Superior Court and handling such paperwork as the Superior Court's decision and orders direct.

O. Paraprofessional Staff: Investigators, social workers and paralegals.

P. Public Defender: The Public Defender is LaCross & Murphy, PLLC.

Q. Court Time: Time accounted for being the "attorney of the day" for arraignments and in custody matters that have not been assigned to the Public Defender.

SECTION 2: PUBLIC DEFENSE STANDARDS

The City adopts the following standards for the delivery of Public Defense Services, pursuant to RCW 10.101.030:

- A. Compensation of Counsel: Compensation of counsel shall be in accordance with the provisions set forth in sections 4 and 6 of this agreement.
- B. Duties and Responsibilities of Counsel: The duties and responsibilities of counsel shall be in accordance with this agreement.
- C. Caseload Limits: Public Defender will accept all caseloads for Bremerton misdemeanor cases, except cases in which there is a conflict of interest, and following six to eight months after the beginning of the term of this Agreement, shall review the case assignments with the City to evaluate and establish caseload limits, whether on a weighted basis or not, to meet the new case limit requirements set forth in Exhibit A. Case assignments are anticipated to exceed 800 non-weighted cases per year.
- D. Responsibility for Expert Witness and Investigator Fees: After approval by the Court, expert witness and investigator fees will be paid by the City.
- E. Attorneys and Staff: The Public Defender shall provide, at a minimum, two full-time attorneys and one full-time paraprofessional staff person to provide services pursuant to this Agreement.
- F. Supervision: The Public Defender shall provide supervising attorneys at the following standards: one supervisor for every two attorneys. Supervisors shall ensure all new associates have been properly trained and are prepared to appear at the Bremerton Municipal Court and shall appear in court to assist in training of new associates as necessary.
- G. New Standards: The Public Defender shall comply with the new standards for Indigent Defense adopted by the Washington State Supreme Court by order dated June 15, 2012, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3: TERM

This Agreement shall commence on the first (1st) day of November 2019 and terminate the thirty-first (31th) day of December 2021 unless extended or terminated earlier pursuant to the terms and conditions of this Agreement.

SECTION 4: SCOPE OF WORK

- A. Purpose: The purpose of this agreement is to provide legal services through effective assistance of counsel to indigent persons. Legal services shall be statutorily and constitutionally based.
- B. Professional Conduct:

1. The Public Defender shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Washington, the United States, Bremerton Municipal Code, and the Washington State Rules for Professional Conduct (RPC).

2. Nothing in this Agreement shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Public Defender with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Agreement.

3. Nothing in this Agreement shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Public Defender or any such confidential communications made to agents or employees of the Public Defender for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.

4. Attorneys and staff employed by the Public Defender shall not solicit or accept any compensation, gifts, gratuities or services from any client.

C. Eligible Population: The population served shall be indigent persons legally entitled to appointed legal services in Bremerton Municipal Court, as assigned by the Court.

D. Case Assignment: The Public Defender shall accept all case assignments, except for cases in which there is a conflict of interest or other related issue that would prevent the Public Defender from accepting assignment of the case.

E. Conflicts: The Public Defender reserves the right to decline to advise or represent any client on the basis of actual legal, ethical, or professional conflict of interest. The Public Defender shall be responsible for checking for conflicts and identifying if a conflict exists. The Public Defender shall have a written policy which explains how they define conflict cases. This policy must be approved by the Contract Administrator. The Public Defender shall perform a conflicts check before any substantial work is done on the case.

F. Duties and Responsibilities of the Public Defender: In order to perform its responsibilities under the Agreement, the Public Defender shall have the power and duty to:

1. Hire all Public Defender personnel;

2. Provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income taxes, payment of social security taxes, payment of worker compensation and industrial insurance taxes (where applicable), and fringe benefits;

3. Supervise and maintain the quality of staff and services received or performed, and provide internal evaluation sessions as necessary;

4. Suspend, remove, or terminate personnel not adequately performing the duties and responsibilities assigned, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the Public Defender program;

5. Accept and represent all cases and clients officially referred by the Court unless withdrawal from such representation is allowed in accordance with provisions as stated above;

6. In the event that this Agreement is terminated or not renewed, the Public Defender shall continue to provide services pursuant to this Agreement for three (3) months after the termination date. Public Defender shall not be assigned any new cases, however, Public Defender shall attempt to complete the representation of all clients who have been referred by the Court during the period in which the Agreement is in effect for the compensation received or receivable under the terms of the Agreement, provided that completed representation is not made impossible by a client's failure to appear.

7. Provide after-hours staffing sufficient to take after-hours phone calls.

G. Duties and Responsibilities of Public Defender Attorneys: In order to perform their duties under this Agreement, staff attorneys of the Public Defender shall:

1. Counsel and represent in all ensuing criminal proceedings before appeal those clients who are officially referred by the Court. Such services include but are not limited to: preparation for and representation of the client at the pretrial hearings, trial and at sentencing hearings or any other related proceedings.

2. Appear at all in-custody and arraignment calendars.

3. Counsel clients with regard to their rights to appellate review and file any necessary notice for appellate review when requested by a client.

SECTION 5: PERFORMANCE AND QUALIFICATIONS

A. Practice Standards and Records

1. The Public Defender shall ensure that all attorneys, paraprofessional staff and supervisors shall maintain contemporaneous records of all legal services provided on a specific case. The records shall provide a factual description of the work done and shall be sufficiently detailed to allow monitoring of legal service activity by the Contract Administrator, subject to any ethical obligations of the Public Defender.

2. Upon closing a case, all attorney, paraprofessional and supervisor files associated with the case shall be cross referenced and accessible as a whole for monitoring by the Contract Administrator, subject to any ethical obligations of the Public Defender.

3. The Public Defender shall establish practice standards to address the following substantive areas of Agreement compliance. The practice standards shall set objective expectations for each position and shall be measurable by objective means. With each practice standard, the Public Defender shall include a procedure for monitoring compliance with the standard. Written practice standards are due to the Contract Administrator annually. Practice standards should address the following areas:

a. Attorney practice, including but not limited to;

- i. Lawyer-client relationship, initial case actions, investigation and preparation, preliminary hearings; disposition without trial; trial; post-conviction or fact finding and any other areas of attorney practice deemed appropriate by Public Defender.
 - ii. Attorney use of paraprofessionals and expert service.
- b. Paraprofessional practice.
- c. Supervision of attorneys and paraprofessionals.

4. The Public Defender agrees that, within available resources, reasonable efforts will be made by the Public Defender to keep the initial attorney assigned to a client throughout any case in which representation is undertaken. The Public Defender is not prohibited from rotating attorneys or from assigning a single attorney to handle various aspects of legal proceedings for all indigent persons where such method of assignment is the most reasonable method of obtaining effective legal representation for indigent persons.

5. A member of the Public Defender staff shall visit any assigned in-custody criminal defendant and obtain basic contact and other fundamental intake information for a bond hearing within one (1) working day from notification to the Public Defender of the assignment of the case and the in-custody status of the client. This provision applies to clients in custody at any facility within Kitsap County.

6. The Public Defender attorneys shall attempt to make contact with all assigned clients within five (5) working days from a case assignment or no later than the day prior to the first pretrial hearing whichever comes first.

7. The Bremerton City Attorney's Office or designee is responsible for making a copy of discovery available to the Public Defender. The Public Defender shall request discovery as soon as possible after case assignment but no later than three (3) business days of the assignment, whether initial or subsequent, on any case. The Public Defender shall obtain a copy of discovery at arraignment if available. The Public Defender agrees that discovery may be provided in electronic format.

8. Discovery shall be reviewed within five (5) days after receipt for purposes of determining any conflicts of interest. The Public Defender shall notify the Contract Administrator immediately of any conflict of interest as defined by the Washington State Rules of Professional Conduct. The Public Defender shall provide the Contract Administrator with a written explanation stating the basis for the conflict in its notification, in addition to the required oral or written request to withdraw presented to the court.

9. The Public Defender shall establish and enforce policies and procedures to ensure that attorney time and other Defender resources funded by this Agreement shall only be used for work which is authorized by this Agreement.

10. The Public Defender shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Defender or the Defender itself shall be submitted to the Contract Administrator within three (3) working days of the date the complaint is received by the Public Defender. Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Public Defender.

11. The Public Defender shall establish policies and procedures for pro-bono work provided by staff of the Public Defender. These policies and procedures shall assure that any such pro bono work is not provided to the exclusion or detriment of legal services that are the subject of this Agreement.

12. The Public Defender or his attorneys shall not provide transportation to any client assigned to the public defender pursuant to this Agreement.

B. Minimum Attorney Qualifications:

1. Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar.

2. Every Public Defender attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each year's required continuing legal education credits shall be in courses relating to criminal law practice or other areas of law in which the Public Defender provides legal services to clients under the terms of this Agreement or as otherwise required by the Washington State Office of Public Defense. The Public Defender will maintain for inspection on its premises records of compliance with this provision.

3. The Public Defender may employ interns pursuant to Admission to Practice Rule (APR) 9. No more than 5% of the cases handled by the Public Defender may be assigned to Rule 9 interns. However, Rule 9 interns may not be used to supplant the services of an attorney assigned by the Public Defender to perform the services of this Agreement.

4. The Public Defender attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.

5. Unless prior written approval has been granted by the Contract Administrator, no attorney may provide services under this Agreement if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

C. Evaluations:

The Public Defender Supervisor, or his/her designee, shall evaluate the professional performance of Public Defender attorneys and paraprofessional staff annually. Attorney evaluations should include monitoring of time and caseload records, review of case files, quality of case preparation, as well as in-court observation. Paraprofessional evaluations shall be sufficiently comprehensive to assess the quality of the actual work performed. The Contractor shall submit to the City a summary report of the annual attorney performance evaluations. The Contractor shall make available to the City its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Contractor's director and the Contractor attorney.

SECTION 6: PAYMENT

A. The City shall pay the Public Defender for the services as specified in Section 4, Scope of Work, in the amount not to exceed \$250,000.00 annually. Payments will be made in equal monthly payments.

B. The City will pay the Public Defender by the thirtieth (30) working day of the following month.

C. In the event of failure to comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

D. Adjustment. By October 31st of the Calendar year the Public Defender and the Contracts Administrator shall review the year to date case assignment numbers (including all "court time" counts) and create an estimate of year end numbers. If it appears the estimated annual case load will result in an excess of 1,000 cases (pursuant to Exhibit A and Section 2. E of this agreement), these cases will be offered to the firm of LaCross and Murphy, PLLC, the Public Defender. If the Public Defender is able to accept additional caseload, they shall notify the Contracts Administrator of the estimated number of cases they can accept. If the Public Defender is unable to accept these cases due to caseload limits, they shall be assigned to another firm.

1. A final year end count will be made of assigned cases, completed by the Contract Administrator in January following the year of service.

a. If the final count of assigned cases to the Public Defender is over the standard case load in Exhibit A and Section 2. E of this agreement, or 1,000 cases, a payment will be made to the Public Defender in the amount of \$250.00 per case over the standard.

b. If the final count of assigned cases to the Public Defender is below the standard case load in Exhibit A and Section 2. E of this agreement, less than 1,000, a payment will be made to the City by the Public Defender in the amount of \$250.00 per case below the standard.

SECTION 7: REPORTING REQUIREMENTS

Case Management System: The Public Defender will use a case management system that will allow them to file the reports described below.

Reporting: The Public Defender will provide the Contract Administrator monthly reports within forty-five (45) working days after the close of each calendar month in acceptable format as follows:

Report Title	Due Date
Monthly Court activity reports including attorney assignments and hearings held	Monthly (45 working days after the close of each calendar month)

Year-end reports, Annual Case assignment review, additional summaries, other reports or documents as requested by the Contract Administrator with reasonable notice	Due no later than January 31st following the year of service.
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These reports must contain:

- Defendant’s name
- Case number(s)
- Criminal charges filed
- Disposition of each charge
- Number of court hearings
- Number of appeals filed annually
- Defendant’s jail custody status prior to sentencing
- Bench Trial, Jury Trial, Plea or Dismissal
- Attorney(s) name(s)
- Date case assigned
- Hours spent by attorney

The City of Bremerton, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying. The report is due on or before the forty-fifth (45th) working day after the last day of the month of service. Payment may be withheld if reports are not submitted on time.

The Public Defender will immediately notify the Contract Administrator in writing when it becomes aware that a complaint lodged with the Bar Association has resulted in reprimand, suspension, or disbarment of an attorney providing services under this Agreement.

SECTION 8: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to City:

City Clerk
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337
(360) 473-5323

If to the Public Defender:

Jacob Murphy
LaCross & Murphy, PLLC
559 Bay Street Port Orchard, WA 98366

SECTION 9: OTHER EMPLOYMENT

The Public Defender agrees that its legal staff assigned to the Bremerton Municipal Court shall have as their primary employment representation of indigent clients in Bremerton Municipal Court. The Public Defender further agrees that it will abide by all provisions of this Agreement regarding Personal Performance of this Agreement.

SECTION 10: CORRECTIVE ACTION

If the City believes that a breach of this Agreement has occurred, and if the City believes said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The City will notify the Public Defender in writing of the nature of the breach;
- B. The Public Defender shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing its performance under this the Agreement into compliance, which date shall not be more than ten (10) working days from the date of the Public Defender's response;
- C. The City will notify the Public Defender in writing of the City's determination as to the sufficiency of the Public Defender's corrective action plan. The determination of the sufficiency of the Public Defender's corrective action plan will be at the sole discretion of the City; however, the City's determination of the sufficiency of the Public Defender's corrective action plan shall take into consideration the reasonableness of the proposed corrective action, in light of the alleged breach. In all cases where corrective action is determined by the City to be appropriate, the City shall work with the Public Defender to implement the plan;
- D. In the event that the Public Defender does not respond within the appropriate time with the corrective action plan, or the Public Defender's corrective action plan is determined by the City to be insufficient, the City may commence termination of this Agreement in whole or in part pursuant to Section 11 (B) Termination and Suspension;
- E. In addition, the City may withhold any payment owed the Public Defender and/or prohibit the Public Defender from incurring additional obligations of funds until the City is satisfied the corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 11 Termination and Suspension.

SECTION 11: TERMINATION AND SUSPENSION

- A. Either party may terminate this Agreement for convenience upon one hundred twenty (120) days prior written notice.
- B. The City may terminate this Agreement in whole or in part upon ten (10) days' written notice to the Public Defender in the event:

1. The Public Defender substantially breaches any duty, obligation, or service required pursuant to this Agreement; or
2. The duties, obligations, or services herein become impossible, illegal, or not feasible, or
3. The City determines that the Public Defender Services are no longer necessary.

Before the City terminates this Agreement pursuant to subsection 11(B), the City shall provide the Public Defender written notice of termination, which notice shall include the reasons for termination and the effective date of termination. The Public Defender shall have the opportunity to submit a written response to the City within (10) working days from the date of the City's notice. If the Public Defender elects to submit a written response, the Contract Administrator will review the response and make a determination within ten (10) days after receipt of the Public Defender's response.

In the event this Agreement is terminated in whole or in part pursuant to Subsection B (1) of this Section, the Public Defender shall be liable for damages, including the reasonable costs of the procurement of similar services from another source unless it is determined by the Contract Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Public Defender's control, fault or negligence.

- C. Otherwise, this Agreement shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- D. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Agreement.
- E. In the event of termination, suspension, or non-renewal of this Agreement, all cases not required to be completed by the Public Defender shall be returned to the Contract Administrator for reassignment.

SECTION 12: DISPUTES (OTHER THAN SUSPENSION OR TERMINATION)

The Public Defender shall address questions or claims regarding meaning and intent of the Agreement or arising from this Agreement in writing to the **City Clerk**, within ten (10) calendar days of the date in which the Public Defender knows or should know of the question or claim. The City will ordinarily respond to the Public Defender in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the thirtieth day following receipt by the City.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Public Defender shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

SECTION 14: OTHER LEGAL REQUIREMENTS

A. General Requirement: The Public Defender, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Bremerton; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Public Defender shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: The Public Defender, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

SECTION 15: INDEMNIFICATION

The Public Defender does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Public Defender's performance of the services contemplated by this Contract to the extent attributable to the acts or omissions, misconduct or breach of this Agreement by the Public Defender, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Public Defender waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Public Defender acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

SECTION 16: INSURANCE

A. **Insurance certification required.** The Public Defender must carry the following coverages and limits of liability:

(1) Professional Liability (Errors, and Omissions) for attorneys with limits no less than \$1,000,000 limit per occurrence/claim; and

(2) Workers' Compensation insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington ~~and employer's liability with limits not less than \$1,000,000~~


L&M PLLC

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Any payment of deductible or self-insured retention shall be the sole responsibility of the Public Defender.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.

The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Public Defender's Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Public Defender's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Public Defender to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

SECTION 17: ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. All records required under this Agreement shall be maintained for a period of (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

B. Willful failure to maintain or produce records or other required documentation during the time for maintenance of records may result in specific, related costs being disallowed. In the event the City has reason to believe that such a failure exists, notice shall be given to the Public Defender and the Public Defender shall respond in writing. The time for notification and response shall be the same as set forth in Section 11 (A).

SECTION 18: AUDITS, RECORDS, AND ANNUAL FINANCIAL STATEMENTS

A. The Public Defender must ensure that the City has full access to materials necessary to verify compliance with all terms of this Agreement. At any time, upon reasonable notice during business hours and as often as the City may deem necessary for a period of six (6) years, the Public Defender shall provide to the City right of access to its facilities, including those of any subcontractor, data, and other data relating to all matters covered by this Agreement. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Public Defender must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Public Defender shall maintain such data and records in an accessible location and condition for a period of not less than six (6) years following the receipt of final payment under this Agreement, unless the City agrees in writing to an earlier disposition.

The Public Defender agrees to cooperate with the City or its agent in the evaluation of the Public Defender's performance under this Agreement and to make available all information reasonably required by any such evaluation process or ongoing reporting requirements established by the

City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with RCW Chapter 42.17.

Notwithstanding any of the above provisions of this paragraph, all Constitutional, statutory, and common law rights and privileges of any indigent client are not waived. Provided further that nothing in this section shall require the disclosure of the names of any client represented pursuant to RCW 13.34 et seq, or RCW 71.02 et seq, or RCW 71.05 et seq.

B. All such reports as are required under the terms of this Agreement shall be submitted to the City via electronic media (e-mail attachment or diskette) within the time limits for each report.

SECTION 19: CONTRACTUAL RELATIONSHIP

The relationship of the Public Defender to the City by reason of this Agreement shall be that of an independent contractor. This Agreement does not authorize the Public Defender to act as the agent or legal representative of the City for any purpose whatsoever and neither the Public Defender nor its employees shall be deemed employees of the City. The Public Defender is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. It is expressly understood and agreed that the Public Defender and the Public Defender's employees shall in no event be entitled to any benefits to which City employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Public Defender shall complete this Agreement according to the Public Defender's own means and methods of work, which shall be in the exclusive charge and control of the Public Defender and which shall not be subject to control or supervision by the City, except such requirements for performance as are specified in this Agreement.

The Public Defender agrees that it has secured or will secure at the Public Defender's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Agreement.

SECTION 20: ASSIGNMENT AND SUBCONTRACTING

The Public Defender shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Said consent must be sought in writing by the Public Defender not less than fifteen (15) days prior to the date of any proposed assignment. Any subcontract made by the Public Defender shall incorporate by reference all the terms of this Agreement. The Public Defender shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Public Defender from liability under this Agreement, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

SECTION 21: INVOLVEMENT OF FORMER CITY EMPLOYEES

A. The Public Defender shall promptly notify the City in writing of any person who is expected to perform any of the Work funded by this Agreement and who, during the twelve (12)

months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.

B. The Public Defender shall ensure that no Work or matter related to the Work funded by this Agreement is performed by any person (employee, subcontractor, or otherwise) who:

- (1) was a City officer or employee within the past twelve (12) months; and
- (2) as such was officially involved in, participated in, or acted upon any matter related to the Work.

SECTION 22: NO CONFLICT OF INTEREST

The Public Defender confirms that the Public Defender does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Public Defender selection, negotiation, drafting, signing, administration, or evaluating the Public Defender's performance. As used in this section, the term "Public Defender" shall include any employee of the Public Defender who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

SECTION 23: ERRORS & OMISSIONS; CORRECTION

The Public Defender shall be responsible for the professional quality of all services furnished by or on the behalf of the Public Defender under this Agreement. The Public Defender, without additional compensation, shall correct or revise any Public Defender services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

SECTION 24: CONFIDENTIALITY

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

SECTION 25: EXTRA WORK

The City may desire to have the Public Defender perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

SECTION 26: GENERAL CONDITIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Kitsap County.
- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Public Defender after the time the same shall have become due nor payment to the Public Defender for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City, in writing.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire Agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of the City and any officer, Public Defender, employee or associate of the Public Defender prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

J. Political Activity Prohibited: None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

K. Security Access: City shall provide Public Defender three (3) access codes for entry into the court facility after hours, except that the Public Defender shall provide the names of those individuals who will use the access codes.

L. Parking: City shall provide up to four (4) parking spaces as needed near the Municipal Court for Public Defender Staff.

M. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices to be sent to:
CITY:
Attn: Melinda Monroe, Finance
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

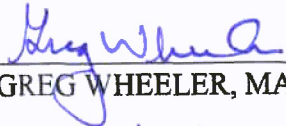
Notices to be sent to:
PUBLIC DEFENDER:
Attn: Jacob Murphy, Esq.
LaCross and Murphy, PLLC
559 Bay Street
Port Orchard, WA 98366

N. Use of Photographs and Images: Public Defender shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Public Defender or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

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

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

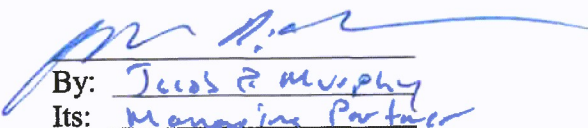
CITY OF BREMERTON



GREG WHEELER, MAYOR


Date: 11/19/2019

LACROSS & MURPHY, PLLC



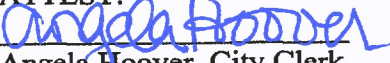
By: Jacob P. Murphy
Its: Managing Partner
Date: November 8, 2019

APPROVED AS TO FORM:



Roger A. Lubovich, City Attorney

ATTEST:



Angela Hoover, City Clerk

**AMENDMENT NO. 1 TO THE AGREEMENT FOR CITY OF BREMERTON
PUBLIC DEFENSE SERVICES
LaCross & Murphy, PLLC**

This Amendment specifically amends the Professional Services Agreement (“Agreement”) made and entered into by and between the **City of Bremerton** (“the City”), a Washington municipal corporation and **LaCross & Murphy, PLLC**, a Professional Limited Liability Corporation (“Public Defender”), whose address is 559 Bay Street Port Orchard, Washington 98366, on November 19, 2019, City of Bremerton contract number 6039.

WHEREAS, the City solicited legal services via the Public Defense Services Request for Proposal (“RFP”) which closed on August 12, 2019, and LaCross & Murphy, PLLC is the awarded responder to this proposal; and

WHEREAS, the City desires to have legal services, as described in the August 12, 2019 RFP and this Agreement, performed for indigent persons legally entitled to appointed representation in the City of Bremerton, by Public Defender as an independent contractor; and

WHEREAS, the City and the Public Defender agree that any and all funds provided pursuant to this Agreement are provided for the sole purpose of provision of legal services to indigent persons prosecuted with crimes in Bremerton Municipal Court; and

WHEREAS, the parties wish to extend the term of this Agreement and agree that all provisions in the Agreement shall remain in full force and effect except as expressly modified by this document; and

WHEREAS, the City and the Public Defender agree that the following sections of this agreement should be amended: Section 1: Definitions; Section 2: Public Defense Standards; Section 3 Term; Section 4: Scope of Work; Section 5: Performance and Qualifications; Section 6: Payment; and Section 26: General Conditions;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows

1. SECTION 1: DEFINITIONS is amended by deleting item F. and replacing it with the following:

F. Contract Administrator: City of Bremerton Contracts Administrator.

2. SECTION 2: PUBLIC DEFENSE STANDARDS is amended by deleting item F. and replacing it with the following:

F. Supervision: The Public Defender shall provide supervising attorneys at the following standards: one supervisor for every two attorneys. Supervisors shall ensure all new associates have been properly trained and are prepared to appear at the Bremerton Municipal Court and shall appear in court to assist in training of new associates as necessary. A supervising attorney

hired after the effective date of this Agreement shall have at least three (3) years' experience in criminal law.

3. SECTION 3: TERM is amended by deleting it in its entirety, and replacing it with the following:

This Agreement shall commence on January 1, 2022 and terminate December 31, 2022 unless extended or terminated earlier pursuant to the terms and conditions of this Agreement.

4. SECTION 4: SCOPE OF WORK is amended by the addition of item G. 4 as follows:

4. Maintain a presence from a licensed attorney during regular, 8 a.m. to 5 p.m. hours, at the Bremerton Municipal Court.

5. SECTION 6: PAYMENT is amended by deleting it in its entirety and replacing it with the following:

A. The City shall pay the Public Defender for the services as specified in Section 4, Scope of Work, in the amount not to exceed \$275,000.00 annually. Payments will be made in equal monthly payments.

B. The City will pay the Public Defender by the thirtieth (30) working day of the following month.

C. In the event of failure to comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

D. Adjustment. By October 31st of the Calendar year the Public Defender and the Contracts Administrator shall review the year-to-date case assignment numbers (including all "court time" counts) and create an estimate of year end numbers. If it appears the estimated annual case load will result in an excess of 1,000 cases (pursuant to Exhibit A and Section 2. E of this agreement), these cases will be offered to the firm of LaCross and Murphy, PLLC, the Public Defender. If the Public Defender is able to accept additional caseload, they shall notify the Contracts Administrator of the estimated number of cases they can accept. If the Public Defender is unable to accept these cases due to caseload limits, they shall be assigned to another firm.

1. A final year end count will be made of assigned cases, completed by the Contract Administrator in January following the year of service.

a. If the final count of assigned cases to the Public Defender is over the standard case load in Exhibit A and Section 2. E of this agreement, or 1,000 cases, a payment will be made to the Public Defender in the amount of \$275.00 per case over the standard.

b. If the final count of assigned cases to the Public Defender is below the standard case load in Exhibit A and Section 2. E of this agreement, less than 1,000 cases, a payment will be made to the City by the Public Defender in the amount of \$275.00 per case below the standard.

SECTION 26: GENERAL CONDITIONS is amended by adding items P and Q as follows:

P. Equal Employment Opportunity Statement: In the hiring of employees for the performance of work under this Agreement, the Consultant, its subcontractors, or any person acting on behalf of Consultant shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

Q. ADA Statement: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

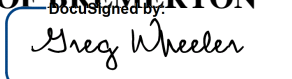
Public Defender accepts all requirements of this Amendment by endorsing below. Public Defender further agrees that this Amendment constitutes full and final settlement of all of the Public Defender’s claims for contract time and for all costs of any kind, including without limitation, costs of delays related to any work either covered or affected by this amendment, claims related to on-site or home office overhead, or lost profits. This Amendment does not limit the City’s right to bring a claim for past performance.

The undersigned public defender approves the foregoing Amendment as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Amendment to the original agreement.

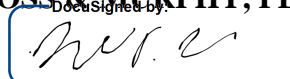
This document will become a supplement of the agreement and all provisions will apply hereto. It is understood that this Amendment to the agreement shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a Amendment that is binding on the parties of this contract. In addition, Public Defender warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.


CITY OF BREMERTON
DocuSigned by:

5AF40095E8E747B...
GREG WHEELER, MAYOR

Date: 11/19/2021

LACROSS & MURPHY, PLLC
DocuSigned by:

886800E5E84F41D...
JACOB MURPHY

By: _____
Its: Managing Partner
Date: 11/19/2021

APPROVED AS TO FORM:

DocuSigned by:

52A0DE800100402...
Kylie J. Finnell, City Attorney

ATTEST:

DocuSigned by:

24E05ED4E45C41F...
Angela Hoover, City Clerk

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6A

SUBJECT: Ordinance No. 5493 to amend
BMC 3.02.010 entitled “Budget and
Structure” to establish a Biennial Budget

Study Session Date: May 22, 2024
COUNCIL MEETING Date: June 5, 2024
Department: Finance
Presenter: Mike Riley
Phone: (360) 473-5303

SUMMARY:

The purpose of this agenda bill is to seek approval for amending the Bremerton Municipal Code (BMC) Section 3.02.010, Budget, and Structure, to transition from an annual budget to a biennial budget beginning in 2025.

II. Background

Currently, the City of Bremerton operates on an annual budget cycle. Transitioning to a biennial budget will allow for more strategic long-term financial planning, improve efficiency in budget management, and provide better stability in financial operations.

The proposed amendment aligns with the city’s goals of enhancing financial planning processes and optimizing resource allocation over a two-year period. This change is anticipated to reduce administrative workload related to budget preparation and approval, enabling staff to focus more on implementing and managing programs effectively.

ATTACHMENTS: Ordinance No. 5493

FISCAL IMPACTS (Include Budgeted Amount): No Fiscal Impact

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. 5493 to amend BMC 3.02.010, entitled “Budget and Structure”.

COUNCIL ACTION: Approve Deny Table Continue No Action

ORDINANCE NO. 5493

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending 3.02.010 of the Bremerton Municipal Code entitled "Budget Structure" establishing a Two-Year Biennial Budget beginning January 1, 2025, in accordance with Chapter 35.34 RCW.

WHEREAS, the City of Bremerton currently prepares and manages its budget on an annual basis; and

WHEREAS, through Chapter 35.34 RCW, the State Legislature has provided that any city legislative body may by ordinance elect to have a two year biennial budget in lieu of the annual budget that is otherwise provided for; and

WHEREAS, Chapter 35.34 RCW provides that such ordinance shall be enacted at least six months prior to the commencement of the fiscal biennium; and

WHEREAS, biennial budgeting will provide an opportunity for better long-range and strategic financial planning and consolidation efforts vested in the budget development and approval processes, thereby improving services to the residents of Bremerton; NOW THEREFORE,

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

SECTION 1. Section 3.02.010 of the Bremerton Municipal Code entitled "Budget Structure" is hereby amended to read as follows:

3.02.010 BUDGET STRUCTURE.

(a) Biennial Budget Established

(1) Pursuant to RCW 35.34.040, the City Council hereby establishes a two-year biennial budget for the City of Bremerton, beginning with the biennium starting on January 1, 2025. The 2025-26 biennial budget shall be prepared, considered and adopted under the provisions of this ordinance and Chapter 35.34 RCW.

(2) Mid-Biennial Review and Modification. Pursuant to Chapter 35.34 RCW, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. No sooner than eight (8) months after the start of the first year of the fiscal biennium and no later than the first regularly scheduled City Council meeting in November of the first year of each biennial budget, the Financial Services Director shall prepare proposed budget modifications to be effective the following January 1.

SECTION 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the

correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

JENNIFER CHAMBERLIN,
Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.

EFFECTIVE the _____ day of _____, 20__.

ORDINANCE NO. _____.

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

7A

SUBJECT:

Public Hearing and Resolution No. 3381
to adopt the 2025 CDBG/HOME Policy Plan

Study Session Date: May 22, 2024

COUNCIL MEETING Date: June 5, 2024

Department: DCD-Block Grant

Presenter: Sarah Lynam

Phone: (360) 473-5375

SUMMARY: The action before Council is adoption of the 2025 Policy Plan. The Policy Plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards and provides specific information about the policies and regulations for the use of HUD CDBG and HOME funds. This plan was released on May 1st for public comment and is open through May 17th.

ATTACHMENTS: 1. Staff Memo; 2. Resolution No. 3381 and Exhibit A-2025 Policy Plan

FISCAL IMPACTS (Include Budgeted Amount): No fiscal impacts to the City.

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve the Resolution No. 3381 adopting the 2025 CDBG/HOME Policy Plan

COUNCIL ACTION: Approve Deny Table Continue No Action



**DEPARTMENT OF
COMMUNITY DEVELOPMENT**

MEMORANDUM

To: Bremerton City Council
From: Sarah Lynam
Date: May 22nd Study Session / June 5th – Public Hearing
Re: Public Hearing to adopt the 2025 Policy Plan

What is the Policy Plan?

The Policy plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards, provides specific information about the policies and regulations for the use of HUD Block grant and HOME funds.

Funding Priorities Established in 2021-2025 Consolidated Plan

1. City of Bremerton HOME funding will used to increase affordable housing stock.
2. City of Bremerton CDBG funding will be used for housing rehabilitation, economic development microenterprise assistance, and public facilities and infrastructure that meet the priorities outlined above and contained in the Consolidated Plan.

Important components of the Policy Plan

Funding Priorities

To stay consistent with the past year(s) the funding priorities for CDBG funds are as follows: Capital Projects which can demonstrate a benefit to low/moderate income residents, City-wide Economic Development projects, City-wide projects which create, develop, support or preserve units of affordable housing, and Public Facility and Infrastructure projects.

Policy Plan Changes for 2025

Only new applicants must submit an *Applicant Intent Form*. Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment. Information has been posted to the City's website in addition to the Coordinated Grant Application website and included in the CDBG NOFA.

Public Comment

A 15-day public comment period commenced May 1st and will end May 17th.

RESOLUTION NO. 3381

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the 2025 City of Bremerton CDBG/HOME Policy Plan.

WHEREAS, the City of 2025 Bremerton (City) is an entitlement community which receives a Community Development Block Grant (CDBG) each year from the Department of Housing and Urban Development (HUD), and also receives funding from HUD's Home Investment Partnerships (HOME) fund via an inter-local agreement with Kitsap County; and

WHEREAS, the Department of Community Development Block Grant staff estimates a 2025 CDBG allocation of \$365,000 with 20% set-aside for administration; and

WHEREAS, the City's estimated 2025 HOME allocation will be included in Kitsap County's Community Development Block Grant RFP, 10% of which will be set-aside for administration, and 15% for Community Housing Development Organization projects; and

WHEREAS, all projects must meet both a Consolidated Plan Funding Priority as well as a Council Priority, both of which are detailed in the Policy Plan; and

WHEREAS, all funding will be allocated competitively to eligible applicants for projects that fit the requirements set forth in the CDBG regulations at 24 CFR part 570 and HOME regulations at 24 CFR part 92; and

WHEREAS, the Department of Community Development Block Grant staff advertised in the Kitsap Sun and posted on the City's website on Wednesday May 1st a 15-day written public comment period commencing May 1st ending May 17th, 2024, and open for public comment in a public hearing on June 5th; and

WHEREAS, comments received will be shared with the City Council; NOW THEREFORE,

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

SECTION 1. The recitals and findings of fact set forth in this resolution are hereby incorporated as if fully set forth herein.

SECTION 2. The 2025 CDBG/HOME Policy Plan attached hereto as **Exhibit A** is hereby adopted.

SECTION 3. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this _____ day of _____, 2024.

President

JENNIFER CHAMBERLIN, Council

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNEL, City Attorney

ANGELA HOOVER, City Clerk

City of Bremerton Community Development Block Grant



2025 CDBG/HOME POLICY PLAN

CDBG/HOME POLICY PLAN

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Appendix A – Citizen Participation Plan

Appendix B- Funding Process

Appendix C – CDBG Eligibility Requirements & Program Rules

Appendix D - HOME Eligibility Requirements & Program Rules

Appendix E – Conflict of Interest Policy

Appendix F – Glossary

Executive Summary

The 2025 City of Bremerton CDBG/HOME Policy Plan provides guidance for applicants applying for 2025 funds on things such as eligibility, overview of the funding allocation process, regulatory requirements, and local policy decisions.

The allocation of CDBG and HOME funds are guided by the Strategic Plan which is a part of the Consolidated Plan. Kitsap County and the City of Bremerton have prepared a Consolidated Plan for 2021-2025 in order to implement our community's federal program funds. The purpose of the plan is to evaluate community needs and set goals for the five year plan period. Through a Community Needs Assessment, Housing Market Analysis and with community and stakeholder input, the City of Bremerton has developed a Strategic Plan. The City of Bremerton's Strategic Plan outlines the priorities and goals which guide the allocation of funds over the five year period. The funds allocated for the 2025 grant application cycle will be included in the Year 5, Action Plan associated with the 2021-2025 Consolidated Plan.

The priorities identified for the five year period are as follows:

- Capital projects in the City which demonstrate Low/Mod benefit
- Infrastructure and Capital improvements projects
- Projects which improve and preserve affordable housing;
- Expand economic opportunities for very-low, low, and moderate income Bremerton residents;
- The City will reevaluate funding priorities during each program year with the release of its Policy Plan and NOFA.

Policy Changes for 2025:

1. The City of Bremerton HOME Funding priority is to increase affordable housing stock.
2. The CDBG NOFA will be for, housing rehabilitation, economic development microenterprise assistance, and public facilities and infrastructure that meet the priorities outlined above and contained in the Consolidated Plan.
3. New applicants must submit an *Applicant Intent Form*. Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment. Information has been posted to the City's website in addition to the Coordinated Grant Application website and included in the CDBG NOFA.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHAT IS THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM?

The Community Development Block Grant Program is a source of funds used in the local community to provide decent housing, suitable living environments and economic opportunities primarily for low and moderate income households.

The City of Bremerton is designated as an Entitlement Community by the Department of Housing and Urban Development (HUD) and receives federal funds in the form of Community Development Block Grant (CDBG). Kitsap County and the City of Bremerton together form a consortium and receive an allocation of HOME Investment Partnership Program (HOME) funds. Through an interlocal agreement between the County and the City a percentage (as determined by HUD) of the annual allocation of HOME funds is designated for the City and the remaining designated for the County. As the City of Bremerton is designated as a separate Entitlement Community and therefore the City receives its own CDBG funds directly.

CDBG funds are allocated annually through the City in Requests for Funding Proposals. HOME funds are allocated annually through a competitive grant process coordinated by Kitsap County. Projects funded are included in the annual Action Plan submitted to HUD. Projects funded must address needs identified in the Consolidated Plan, which is updated every five years.

WHAT ARE CDBG FUNDS?

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with funding to address a wide range of unique community development needs. The program is authorized by Title I of the Community Development Act of 1974. Funds are used to assist in the development of decent housing, create suitable living environments, and expand economic opportunities primarily for persons of low and moderate income. All projects funded with CDBG must meet one of the three national objectives:

1. Principally benefit low and very low income households;
2. Reduce or prevent slum and blight; or,
3. Meet an urgent need (emergency or natural disaster)

See **Appendix C** for more details.

WHO IS AN ELIGIBLE APPLICANT/RECIPIENT?

Eligible applicant/recipients include:

- City or County governments
- Public and private nonprofit organizations (501(c)3)
- Section 301(d) small business investment companies
- Local development corporations
- Private for-profit organizations may implement certain capital, economic development and microenterprise activities (please contact the Block Grant Administrator to confirm if your activity is eligible).
- Faith based organizations (restrictions may apply to ensure equal employment opportunity)
- Additionally, applicants must:
- Demonstrate an active governing body or board of directors or other applicable leadership within your organization with skills and experience to provide leadership and direction to the agency.
- Demonstrate the legal, financial, and programmatic ability to administer the proposed program/project; and,
- Meet the City requirements for contracting agencies such as insurance requirements, audit and financial requirements.

WHAT ARE ELIGIBLE ACTIVITIES?

Eligible activities are defined in the CDBG program regulations at 24 CFR 570.201 and 570.207 and included in the list below. **For the 2021-2025 plan period funds are prioritized for certain activities so not all eligible activities will be funded.** Please see the Executive Summary of this document for priorities and specific eligible activities for 2025 funding:

- Acquisition of real property by purchase, lease, or donation
- Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements
- Housing Rehabilitation
- Code enforcement in deteriorated or deteriorating areas
- Clearance, demolition and removal and rehabilitation of buildings and improvements
- Removal of material and architectural barriers
- Public services
- Planning activities
- Assistance to Community Based Development Organizations (CBDO) to carry out projects
- Assistance to microenterprise businesses and economic development projects as defined under 24 CFR Part 570, Subpart C
- Housing services such as housing counseling and energy auditing
- Assistance to facilitate and expand homeownership opportunities for low and very low-income people
- Lead based paint hazard evaluation and reduction

The following activities are generally **not eligible** for CDBG funding:

- New residential housing construction, except in special circumstances
- Regular government operations
- Buildings such as city halls, police stations, or other buildings primarily for the general conduct of government (except for the removal of architectural barriers)
- Income payments such as payments to individuals or families for food, clothing, or rent, except in certain circumstances
- Political activities
- Vehicles and Equipment

FUNDING PRIORITIES

All Projects **MUST** meet one of the following Consolidated Plan funding priorities:

- Capital projects which can demonstrate benefit to low/moderate income residents;
- Improve, create new units of, and preserve affordable housing;
- Expand economic opportunities for very-low, low, and moderate income Bremerton residents;

For the 2025 Program Year the following priorities for use of funds will be:

- **Capital Projects which can demonstrate a benefit to low/moderate income residents**
- **City-Wide Economic Development projects**
- **City-Wide projects which create, develop, support, or preserve units of affordable housing.**
- **Public Facility and Infrastructure projects**

HOW MUCH MONEY IS AVAILABLE?

CDBG programs are federally funded through the Department of Housing and Urban Development. Funding levels are determined by HUD after the Federal Budget is finalized, which often occurs after the program year has begun. The City of Bremerton estimates funding levels in order to start the grant application process; therefore, funding amounts shown in the table below are estimates. If HUD allocates a different amount to these programs than what was estimated, actual funding awards will be increased or decreased to accommodate the discrepancy. The estimated funds below are based on 2023** allocations and historic funding trends.

The following table (*on next page*) shows an overall view of the total **estimated** amount of funds available in this application cycle by the application type and funding sources. Please note that the City of Bremerton is basing this estimate on an amount of \$365,000. There is no designated amount for application type, applicants are encouraged to apply for the amount of funding they need to complete a project. Please note that projects with multiple sources of funding will be more competitive than projects that are utilizing CDBG as their **only** funding source.

**As of 05/01: due to delays in passing the federal budget, HUD has not issued 2024 CPD formula allocations

WHAT IS THE DISTRIBUTION OF CDBG FUNDS?

The CDBG program allows certain set-asides to further specific program goals. The City has set additional funding targets to help meet local objectives. The following is the distribution for the City of Bremerton:

CDBG

- Planning & Administration – 20% max
- City-Wide Economic Development Projects
- Capital Projects which can demonstrate a low/moderate income benefit

Appendix C provides additional information designed to assist you in defining the eligibility and national objective that your activity meets and the type of information you will need to provide in your application.

Estimated 2025 Entitlement	\$ 360,000.00
Estimated 2025 Program Income	\$ 5,000.00
Estimated Prior Year Funding (capital projects)	\$ 40,550.00
Estimated 2025 Total	\$ 405,550.00
	-
2025 Funding Available for Grant Administration (20% of Entitlement + Program Income)	\$ 73,000.00
ESTIMATED 2025 Funding Available for Grant Applications	\$ 332,550.00
	-
15% available for economic development programs (if a public service activity):	\$ 54,750.00
ESTIMATED Total Remaining for Capital Projects:	\$ 277,800.00

**prioritization of capital projects will be for: affordable housing projects, weatherization and minor home repair, and projects which create suitable living environments.*

HOME FUNDS

WHAT ARE HOME FUNDS?

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA). The Housing and Community Development Act of 1992 and the Multifamily Property Disposition Act of 1994 made important changes to the Program. The intent of the HOME Program is to:

- Expand the supply of decent, safe, sanitary, and affordable housing;
- Strengthen the abilities of state and local governments to provide housing;
- Expand the capacity of nonprofit community based housing development organizations; and,
- Leverage private sector participation in financing affordable housing.

Beneficiaries of HOME funds – homebuyers, homeowners, or tenants – must have incomes below 80% of the area median income. The HOME program also requires a match of 25% or greater in other non-federal funds for projects.

WHAT ARE ELIGIBLE ACTIVITIES?

The Eligible activities are defined in the HOME program regulations at 24 CFR 92.205. A list of some of the activities follows:

- Rehabilitation of residential property where property is fully repaired
- New construction of residential property
- Acquisition of residential property
- Rental assistance payments to tenants
- Relocation associated with an eligible HOME project
- A small part (up to 5%) of the annual HOME allocation may be used to help pay the operating expenses of designated Community Housing Development Organizations (CHDOs) within the guidelines established by HUD

The following activities are generally **not eligible** for HOME funding:

- Project reserve accounts, except for the initial 18 months of a HOME assisted new construction project
- Emergency home repair programs
- Public housing units
- Commercial properties
- Shelters, unless they meet Section 8 Housing Quality Standards and otherwise can be considered rental housing
- Project based tenant assistance

Note: The above lists are not comprehensive. For a complete list of eligible or ineligible activities refer to HOME regulations in 24 CFR 92.205

What are the HOME priorities for the City of Bremerton?

- Preservation of affordable housing;
- Increasing affordable housing opportunities for low to moderate Bremerton residents;
- Rehabilitation of older housing stock to increase affordable housing opportunities.
- Acquisition with or without rehabilitation of rental housing units
- Rehabilitation of rental housing units
- Site-Acquisition and new construction of new rental housing units.

HOW MUCH MONEY IS AVAILABLE?***Priorities: Projects which create or support affordable housing***

Rental projects must serve households at or below 80% AMI. HOME assisted units must serve households at or below 60% AMI, with 20% serving at or below 50% AMI.

HOME funds will be allocated via a separate process than CDBG funds. This process will be in coordination with Kitsap County of whom the City of Bremerton participates as a part of the Kitsap County HOME Consortium, however, the City will determine any prioritization of its own percentage of HOME funds.

ALLOCATION PROCESS

HOW ARE FUNDS ALLOCATED?

The City of Bremerton, as a member of the Kitsap County HOME consortium will issue a joint RFP for use of City HOME funds. The RFP, issued jointly with the City of Bremerton, will be for HOME funded affordable housing and include both County and City HOME funds. Homebuyer assistance will be a lower priority and funding for new construction of homeowner housing will not be available. City of Bremerton HOME funds will be prioritized for rental and homeowner projects including acquisition, new construction, rehabilitation and homebuyer assistance.

The City independent from the County will create a Competitive Funding Application for CDBG funds based on its priorities for use of funds which is separate from the process used for HOME funds. Funding proposal will be made available for public review and comment in late August/early September.. This process is detailed in the Citizen Participation Plan (**Appendix A**). The public is encouraged to participate in the process and its end product: the submission of an annual Action Plan to the Department of Housing and Urban Development.

Additional policies and procedures for HOME funds can be found in the [Kitsap County Community Development Block Grant and Kitsap HOME Consortium 2025 CDBG/HOME Policy Plan](#).

HOW CAN MY ORGANIZATION APPLY?

The annual application cycle begins in early spring with the posting of the City CDBG Calendar on the City's Federal Grants web site and publication of the CDBG/Home Policy Plan. The Policy Plan is released for a 15 day public comment period on May 1st. The 2025 Policy Plan will go before City Council for a public hearing May 22nd.

New applicants must submit an *Applicant Intent Form*. Capital projects will be asked to meet with Block Grant Staff to discuss project eligibility and federal requirements prior to applying. Technical assistance is available for all applicants by appointment.

Interested organizations can find the funding application and all associated information on the City web site at <https://www.bremertonwa.gov/198/Federal-Grants---CDBG>. The schedule for the annual application cycle, including the due date for applications, is also available on the web site. Interested organizations may also contact Block Grant staff to request to be placed on the City interested parties list to receive automatic notices about these programs.

WHEN WILL FUNDS BE AVAILABLE?

Funds for the programs taking place in the January 1 – December 31 program year are generally not available until mid-summer of the program year. Timing is dependent on federal budget approval—which is often delayed—and how quickly HUD is then able to allocate funds to local jurisdictions. The City will not execute contracts with subrecipients until we have a contract from HUD. Once contracts are executed CDBG and HOME funds can only be disbursed on a reimbursement basis.

POLICIES & REGULATIONS FOR USE OF FUNDS

CDBG and HOME funds are Federal funds. Use of Federal funds may affect the way your agency does business. If you are applying for Federal funds for the first time, you are strongly encouraged to familiarize yourself with the requirements. A Guidebook for recipients of CDBG and HOME funds can be found on the City web site at:

<http://www.bremertonwa.gov/213/Subrecipient-CDBG-HOME-Guidebook>. You may also contact the City Block Grant Staff for additional assistance.

A. GENERAL REQUIREMENTS

1. **Consistency with applicable City, County, and/or State Codes and Policies** To be considered for funding, projects must be consistent with adopted codes and other applicable policies, plans and standards.

Agencies that are currently receiving County or City CDBG or HOME funds, who are applying for funds, must be in compliance with all terms of their current agreement(s) and must not have outstanding audit findings, monitoring findings or concerns related to prior year's funding.

2. **Contract Retainage for Federal Compliance**

City will withhold up to 10% of the award amount included in the written subrecipient agreement until all federal compliance requirements are met.

All construction contracts between a subrecipient (i.e.: your agency) and contractor shall have 10% of payment retained until fulfillment of federal compliance is documented.

3. **Definition of Income**

Most CDBG and HOME funded projects use income to determine who is eligible for services or housing. Per HUD, income must be defined in one of two ways under the CDBG and HOME programs; subrecipients must select one method which it will use for the duration of each program/project (rental housing projects must use the Part 5 definition):

- a. Annual income as defined in 24 CFR 5.609, referred to as "**Part 5 annual income**", or;
- b. Adjusted gross income as defined for reporting purposes under the **IRS Form 1040** long form (not IRS Forms 1040A or 1040EZ).

For more information on determining income see the Technical Guide for Determining Income and Allowances for these programs. This guide can be downloaded from: <http://archives.hud.gov/offices/cpd/affordablehousing/modelguides/1780.pdf>

4. **Project/Activity Delivery Costs**

The City does not currently take project/activity delivery costs. 100% of funds will go to each project that is awarded funds.

5. **Commitment and Timely Expenditure of Funds**

In order to meet regulatory requirements the City and County have established the following policies for CDBG and HOME funded projects:

a. CDBG:

- Job Training-Public Service Contracts: Organizations awarded CDBG funds for public service or micro enterprise programs must be ready to enter into a written agreement with the City during the award year and funds must be fully disbursed by Dec. 31st of that same year.
- Capital Awards:
 - i. Organizations with an award of CDBG funds for a capital project must enter into written agreement (contract) in the award year.
 - If there are extenuating circumstances beyond the organizations control and adequate progress is being made to resolve the issues, an additional year for execution of the written agreement will be granted to the organization.
 - ii. The project must begin drawing grant funds within one year of the contract execution date.
 - iii. The project must be completed within 2 years of the contract execution date and meet milestones included in the written agreement, including the schedule for completion.
 - iv. The Agreement will not be amended to extend the term. Organizations unable to meet these requirements will lose their funding; funds will be reallocated to another eligible project.
 - The contract term may be considered for extension if there are extenuating circumstances beyond the organizations control and adequate progress is being made.
 - v. In no circumstance can a project take more than 5 years to complete.

b. HOME:

- HOME regulations require commitment of funds within 24 months. Due to this requirement City of Bremerton and Kitsap County (who is the contracting agency) requires the project HOME funds be ready to commit no later than 18 months from HUD's Funding Agreement execution date. If after 18 months all project funding has not been secured, the conditional commitment will be canceled and the funds will be reallocated. Staff will work with agencies during this time period to ensure the project is moving forward and can meet the timeline.
- Organizations awarded HOME funds must have all other funding sources committed (documented with letters of commitment) and all HOME requirements for environmental review and project underwriting completed before funds can be committed. Commitment is defined as having a fully executed written agreement with Kitsap County (the contracting agency for City HOME funds) and funds committed in HUD's Integrated Disbursement Information System (IDIS).
- A conditional commitment of funds will be made for projects that do not have all project funds committed at the time of the funding recommendation.

- HOME funds require project completion no later than four years from HUD's Funding Agreement execution date. Projects using HOME funds to acquire vacant land must be under construction within 12 months of the commitment date.
- Organizations must begin drawing funds within one year of the contract execution date (date the contract was executed) and at least annually thereafter.
- Organizations unable to meet these requirements will lose their funding; funds will be reallocated to another eligible project.
- Rental properties will be required to be leased up within six (6) months of project completion. Homeowner properties will be required to be sold within nine (9) months of project completion.

For additional expenditure criteria and deadlines for use of 2025 (And any prior years CHDO's will be found in the Affordable Housing RFP for use of City of Bremerton HOME funds).

6. On-going Restrictions for CDBG & HOME Funded Capital Projects

Recipient of CDBG funds must agree to restrict the use of the property, which was acquired and/or improved using CDBG funds, to the intended purpose for which the funds were awarded. Projects awarded HOME funds are subject to an affordability period which places certain restrictions on occupancy, resale, and rent for rental properties. The City may require a recorded document to be attached to the property to ensure the appropriate provisions are secured. See **Appendix C** for CDBG eligibility requirements.

B. HOME FUNDING - SPECIFIC REQUIREMENTS

1. For more information on specific rules and requirements of the HOME program, including determining whether your project is eligible, please see **Appendix D**.

C. CDBG FUNDING - SPECIFIC REQUIREMENTS

1. For more information on specific rules and requirements of CDBG, including meeting a National Objective, please see **Appendix C CDBG Eligibility & Program Requirements**.

D. FINANCIAL MANAGEMENT

1. Uniform Administrative Requirements

Agencies must comply with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Agencies that do not meet the audit threshold for mandatory audits are encouraged to obtain an annual audit if their operating budget is \$100,000 or greater. Smaller agencies are encouraged to obtain at least a third-party annual financial review. Block Grant Staff will review financial information closely for all agencies submitting application.

2. Audit Requirements

Private non-profit agencies expending \$750,000 or more in federal funds annually (whether CDBG / HOME alone or CDBG / HOME in conjunction with other federal funds) must have an annual audit conducted by an independent auditor in accordance with OMB Circular A-133 Compliance Supplement. Agencies are responsible to meet this audit requirement.

Agencies that do not meet the \$750,000 threshold mandatory A-133 audit are encouraged to obtain an annual audit if their operating budget is \$100,000 or greater. Smaller agencies are encouraged to obtain at least a third-party annual financial review. Block Grant staff will review financial information closely for all agencies submitting application.

E. PROCUREMENT

Any subrecipient using CDBG or HOME funds to purchase goods or services must have a formalized written procurement procedure in place prior to contracting for any goods or services. Procurement requirements are contained in 2 CFR Part 200.

Additional information on procurement requirements can be found in Section E of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program Website.

Build America Buy America Act

Organizations awarded CDBG funds in 2025 that include rehabilitation or construction work will be subject to the requirements of the Build America Buy America Act (BABA) if the following conditions are met:

- Project contains iron and steel, and
- The total federal (CDBG & any other federal funds) is \$250,000 or greater.

The Act requires all iron and steel used in the project be 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.

F. ENVIRONMENTAL REVIEW

1. Environmental Review (24 CFR Part 58)

All CDBG/HOME projects must have a National Environmental Policy Act (NEPA) compliant environmental review process completed before **any** funds, including funds committed from other sources, can be spent on the project. Additional information on environmental review requirements can be found in Section F of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web sites.

The costs associated with conducting a NEPA compliant environmental review for Capital CDBG and HOME funded projects may be charged to the grant award as project costs (HOME) or activity delivery costs (CDBG). Cost will vary depending on the level of review and complexity of the project and include staff time, cost of publishing required legal ads and printing costs.

The cost of any studies required to complete the environmental review (i.e. Phase I Environmental Site Assessment, Geotechnical Report, Cultural Site Assessment, etc.) will be in addition to the costs associated with preparation of the NEPA environmental review and will be the responsibility of the subrecipient.

G. EQUAL OPPORTUNITY & ACCESSIBILITY

1. Fair Housing and Equal Opportunity

All CDBG/HOME projects must comply with all of the following Federal laws, executive orders and regulations pertaining to fair housing and equal opportunity:

- a. Title VI of the Civil Rights Act of 1964: No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal assistance on the basis of race, color or national origin (24 CFR Part 1).
- b. The Fair Housing Act: Prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status (24 CFR Part 100-115).
- c. Equal Opportunity in Housing: Prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds (24 CFR Part 107).
- d. Age Discrimination Act of 1975: Prohibits age discrimination in programs receiving Federal financial assistance (24 CFR Part 146).
- e. For more information on eliminating discrimination visit www.hud.gov/offices/fheo/progdesc/title8.cfm

2. Handicapped Accessibility

CDBG and HOME funded projects are subject to the following regulations governing the accessibility of Federally-assisted buildings, facilities and programs.

- a. Americans with Disabilities Act: Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The Act requires certain buildings or other facilities that receive Federal funds to be designed, constructed or altered in accordance with standards that insure accessibility to and use by physically handicapped people.
- b. Section 504: Section 504 of the Rehabilitation Act of 1973 prohibits discrimination in federally assisted programs on the basis of handicap.

Additional information on equal opportunity and accessibility can be found in Section G of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web sites.

H. LABOR STANDARDS & CONSTRUCTION

1. Equal Opportunity for Employment and Contracting

CDBG and HOME funded projects are subject to the following regulations governing employment and contracting opportunities.

- a. Equal Employment Opportunity: Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000 (41 CFR Part 60).
- b. Section 3 of the Housing and Urban Development Act of 1968: Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG or HOME funded projects will be provided to low-income persons residing in the program service area.
- c. Minority/Women's Business Enterprise: Outreach to minorities and women in contracting for services (24 CFR 85.36(e)).

2. Labor Requirements

CDBG and HOME projects must comply with certain regulations on wage and labor standards. Pursuant to the Davis-Bacon Act, **federal wage rates apply to most** (but not all) **construction projects over \$2,000**. Applications that involve construction must consider Davis-Bacon wage rates in the budget. The costs associated with the review of Certified Payrolls and compliance with DBRA requirements may be charged to the grant award as project costs (HOME) or activity delivery costs (CDBG). Cost will vary depending on the complexity of the project.

- a. Davis-Bacon and Related Acts: Ensures that mechanics and laborers employed in construction work under federally assisted contracts are paid the Federal prevailing wage for the locality.
- b. Contract Work Hours and Safety Standards Act: Provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week.
- c. Copeland (Anti-Kickback) Act: Governs the deductions from paychecks that are allowable.

More information on Davis Bacon requirements can be found in Section I of the CDBG/HOME Guidebook City of Bremerton Block Grant Program web site.

3. Lead-Based Paint Hazard (24 CFR Part 35)

Housing built before 1978, assisted with HOME or CDBG funds, is subject to the Lead Based Paint Poisoning Prevention Act. The law imposes requirements related to:

- Disclosure of known hazards and what has been done to reduce them;
- Treatment, relocation during treatment, and ongoing inspection of units.

Project feasibility is an important consideration for housing with lead-based paint.

Recipients of CDBG or HOME funds will need to be aware of the potential for additional time and cost associated with lead-based paint hazards. Information on Lead-Based Paint requirements can be found in Section I of the CDBG/HOME Guidebook on the City of Bremerton Block Grant Program web site.

4. Compliance with Codes & Standards for Rehabilitation and New Construction

- a. All capital projects funded with CDBG or HOME must comply with local building and fire codes.
- b. All HOME funded Rehabilitation projects must comply with the Rehabilitation Standards adopted by the City of Bremerton Block Grant Program.
- c. All rental housing units purchased and/or rehabilitated with CDBG or HOME must pass a Uniform Physical Conditions Standards inspection.
- d. All housing must comply with the applicable accessibility requirements for persons with disabilities.

I. REPORTING & MONITORING

All programs and projects funded with CDBG or HOME funds will be required to submit quarterly reports. Reports will be provided by the Block Grant Program and may be submitted electronically. Annual on-site monitoring is conducted by staff for all open contracts. A monitoring checklist is used by staff to review compliance with the requirements of the written agreement and federal regulations. Agencies will be contacted at the end of the program year to schedule the monitoring visit.

J. ACQUISITION & RELOCATION

1. Uniform Relocation Assistance & Real Property Acquisition (49 CFR Part 24)

These regulations apply to any federally-assisted project involving acquisition, demolition or rehabilitation. Proposals for CDBG and HOME funded projects that are likely to cause displacement of people or businesses are discouraged. Any project that is likely to cause displacement must include relocation assistance payments in the budget and be consistent with the Federal Uniform Relocation Act. Projects which trigger this regulation must follow the Anti-displacement and Relocation Assistance Plan which can be provided to you by request. If your project includes acquisition, rehabilitation or demolition you are strongly urged to discuss the requirements with Block Grant staff before entering into any legally binding agreements.

2. Minimizing the Loss of Low and Very Low Income Dwelling Units (24 CFR Part 42)

Any CDBG/HOME proposal that would directly result in any occupied or vacant occupiable low and very low income dwelling units being (1) demolished, or (2) converted to a use other than as low and very low income housing must include a realistic plan to provide replacement housing within three years of the commencement of the demolition or rehabilitation relating to conversion. Projects which trigger this regulation must follow the **Anti-displacement and Relocation Assistance Plan** which can be accessed by making a request to City Block Grant staff.

CITIZEN PARTICIPATION PLAN

HUD requires a Citizen Participation Plan be adopted by jurisdictions receiving CDBG and HOME funds. The plan details the process used by the City in development of the Consolidated Plan and annual application cycle which results in the Action Plan submission to HUD. The City of Bremerton Block Grant Program Citizen Participation Plan can be found in **Appendix A**.

CONSOLIDATED PLAN

WHAT IS THE CONSOLIDATED PLAN?

The Consolidated Plan rolls the planning, application and performance reporting requirements of several programs run by HUD into one process and one document. In our community the Consolidated Plan covers CDBG (Community Development Block Grants) and HOME (grant for affordable housing) programs jointly for the City of Bremerton and Kitsap County. The plan covers a 5-year period submittal of the 2025 action plan will be for year four.

The Consolidated Plan requires a jurisdiction to identify all of its housing and community development needs, and then develop a long-term strategy for meeting those needs. A key part of the strategy is setting priorities. The Plan identifies priority housing needs, non-homeless special needs, homeless needs, economic development and community development needs.

The Consolidated Plan also indicates what programs and resources will be used over the 5-year planning period. The plan contains objectives and strategies to address the identified needs and estimates the resources needed to fund activities to address the different needs.

WHAT ARE THE KEY PARTS OF THE PLAN?

A. Housing & Community Development Needs Assessment

This is the part of the Plan that has U.S. Census Bureau information and other information which presents a picture of the jurisdiction. People are the focus of the “Needs” section of the plan. The emphasis is on the human side of housing and community development including the needs of homeless people, people with special needs and those who are low-income.

B. The Housing Market Analysis

This part of the Plan describes the physical “bricks and mortar,” side of housing – the supply side of housing. It looks at what housing exists. When the housing conditions in this part of the plan are lined up with human needs in the previous part of the plan, a clear picture of what must be done should emerge.

C. The Strategic Plan

The Strategy is the part of the Consolidated Plan where the County and City sets out how it intends to use its CDBG and HOME funds from HUD’s Department of Community Planning and Development over the next five years. The strategy must declare what priority the local government will give to the various housing and community development needs identified earlier in the Consolidated Plan; the activities designed to respond to those needs; and the different geographic areas where needs exist.

D. Annual Action Plan

The Action Plan is the one-year plan a jurisdiction must have to show how it is carrying out its long-term Strategic Plan. It shows how the jurisdiction will spend its CDBG and HOME money in the upcoming year. The City of Bremerton use an annual application process through which funds are competitively awarded.

Note: The full text of the Consolidated Plan is available on the City of Bremerton web sites and also available upon request.

GLOSSARY

A Glossary of terms has been included in **Appendix F**.

Appendix A

Citizen Participation Plan **(Updated 5/1/24)**

CITY OF BREMERTON CITIZEN PARTICIPATION PLAN

Introduction

The City of Bremerton receives both Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. The City receives its own CDBG funds as an entitlement, and HOME funds through its membership in a Consortium with Kitsap County. The City of Bremerton is committed to assuring opportunities for citizen involvement in decisions concerning activities taking place within the community.

Each year the City of Bremerton is eligible to receive CDBG and HOME funds. There are specific rules and regulations governing the allocation and use of the funds, including provisions for citizen involvement in decision making. In order to facilitate citizen involvement, the City has adopted a Citizen Participation Plan.

Purpose

The purpose of the Citizen Participation Plan is to provide an on-going mechanism to ensure widespread citizen participation whereby all citizens have an opportunity to fully express their needs and wishes for community improvement. Special efforts will be made to encourage participation by:

- Low- and moderate-income persons, particularly those living in blighted areas.
- Residents of predominately low- and moderate-income neighborhoods.
- Minorities and non-English speaking persons, as well as persons with disabilities.

This plan provides opportunities for representation of all of the citizens of the City of Bremerton by allowing them to have a voice in the decision-making process and giving them greater power and control over activities taking place within their community.

Annual Allocation Process / Action Plan Submission

The City of Bremerton as an entitlement jurisdiction will conduct a competitive annual process to determine allocation of CDBG and HOME funds. The public is encouraged to participate in the process and its end product—the submission of an annual Action Plan to HUD.

A. Notice of Funding Availability & Application

Annually generally in the spring or early summer a legal ad will be published in the newspaper of record to announce funding availability and provide an opportunity for comment on the CDBG/HOME Policy Plan. This notice will begin a 15-day comment period on the Policy Plan (including the Citizen Participation Plan) and include the date and time of public hearings to take citizen comments.

Notifications will also be sent to any agency or organization who requests to be placed on our interested parties email list.

Upon approval of the Policy Plan by the Bremerton City Council, information about the Request for Funding Proposals and mandatory technical assistance session for first time applicants will be available by request in writing to:

City of Bremerton, Community Development Block Grant
345 6th Street, Suite 100, Bremerton, WA 98337-1873
<http://www.bremertonwa.gov/209/Consolidated-Planning>

or by contacting Sarah Lynam by email at: Sarah.Lynam@ci.bremerton.wa.us or by phone at: 360-473-5375

B. Pre-Application Procedures

Prospective applicants are asked to submit an *Applicant Intent Form*. Even if your organization is not certain they will apply in this funding round, you are encouraged to submit the form for your proposed project. Staff will contact organizations who have submitted a form and may schedule a meeting to discuss the project proposal in greater detail.

To request an appointment, applicants please reach out to Block Grant Staff. Staff is also available by appointment for one-on-one technical assistance to provide guidance to citizens and organizations regarding specific project considerations.

C. Technical Assistance

Technical assistance information for potential applicants for funding will be found in Appendix B.

At any time, any citizen may contact the City Block Grant staff for technical assistance, help with an application or general information in relation to programs described in this Plan. The Department will help citizens understand CDBG and HOME funded programs, the procedures for submitting proposals, the Citizen Participation Plan and other program requirements so they can effectively participate in CDBG and/or HOME programs and the funding process.

D. Funding Recommendations & Action Plan

Organizations submitting applications will be notified whether or not the Project Review Committee (PRC) has recommended their proposal for funding. The City Council will consider the staff recommendation, will hold a public hearing on the proposal, will take public testimony and will adopt the funding package. Notifications will include the date, time and place of the public hearings.

All projects approved for funding will be included in the City's Action Plan. A summary of each Action Plan will be published in the newspaper of record and on the City's website. The summaries will describe the contents and purpose of the Action Plans, and include a list of locations where copies of the entire proposed plans may be examined. Citizens will be provided a period of 30 days to review and comment on the plans. Comments or views of citizens will be considered, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the final Action Plan which will be submitted to HUD.

The City of Bremerton will submit the Action Plan, including the projects proposed to be funded, to HUD no later than November 15th of each calendar year, unless HUD instructs the City not to submit until an appropriations bill has been enacted and HUD has notified the City of Bremerton of our actual allocation amounts.

Five Year Consolidated Plan

The Consolidated Plan is the result of a process set forth by the Department of Housing and Urban Development (HUD) to provide a planning and application process for the CDBG and HOME programs within a single document. The Kitsap County HOME Consortium is required to submit the Consolidated Plan for the HOME participating jurisdiction (which consists of Kitsap County and the City of Bremerton). The Consolidated Plan is available online at:

- <http://www.bremertonwa.gov/209/Consolidated-Planning> (scroll down for a link to the documents)
- A printed copy may be requested from the City of Bremerton Block Grant Divisions

There are a number of specific elements in the 5-Year Consolidated Plan, including:

- **Needs Assessment:** an assessment of housing needs (primarily of low and moderate income people) and needs of homeless people;
- **Housing Market Analysis:** an analysis of the City of Bremerton's and Kitsap County's housing market;
- **Strategic Plan:** a discussion of the City of Bremerton's and Kitsap County's priority needs to establish goals and objectives for implementing strategies which address housing and community development activities;
- **Citizen Participation Plan** (Updated within the annually updated Policy Plan)
- **Annual Action Plan:** describes the activities that will be undertaken to address priority needs utilizing HOME and CDBG grant funds during the upcoming program year (Submitted Annually); and
- **Consolidated Annual Performance and Evaluation Report (CAPER):** describes how funds were used in activities that provided benefits to low and moderate income individuals and families during the previous program year. (Submitted Annually)

Governments, service providers, citizens, and non-profit/for-profit agencies are encouraged to identify needs and priorities, assist in the development of strategies, and to participate in the annual allocation process. The following are specific opportunities for citizens to participate in the development of the information to be incorporated in the Consolidated Plan, which is updated every five years:

1. At least one community meeting will be held to obtain the views of citizens, public agencies, and other interested parties concerning housing and community development needs, including non-housing community development needs and priorities during development of the plan.
2. The City of Bremerton will coordinate with the Bremerton Housing Authority (BHA) to encourage participation of residents of public and assisted housing and other low income residents of targeted revitalization areas, in the process of developing and implementing the Consolidated Plan.
3. Agencies working with low- and moderate-income persons, particularly those living in blighted areas and residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons, and persons with disabilities will be contacted to encourage participation in the development of the Consolidated Plan.

Amendments to the Annual Action Plan

Citizens will be notified and have an opportunity to comment on any substantial amendments proposed to the Annual Action Plan.

Substantial Amendments will be published in the City's newspaper of record and be subject to a 30-day public comment period to allow for comment prior to implementation of the proposed amendment. For any amendments made as a result of the COVID-19 Pandemic and as a response to use of any CDBG-CV funding the City will utilize a 5 day public comment period as outlined by HUD. Substantial Amendments may be forwarded for review by the appropriate PRC prior to submission to the Bremerton City Council for final approval. Comments or views of citizens will be considered at the public hearing, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the substantial amendment of the final Action Plan which will be submitted to HUD.

Substantial amendments include:

- Changes in the use of CDBG or HOME funds from one eligible activity to another
- Adding a new activity
- A substantial change to the purpose, scope, location or beneficiaries of the project as defined in the application for funds and approved by the PRC.

CDBG or HOME activities awarded funds which have a substantial change in the purpose, scope, beneficiaries, location or budget will be evaluated by Block Grant Staff and may be required to submit a new application for funding in the next application cycle.

Projects not expending their full CDBG or HOME award will not trigger a substantial amendment. These funds will be re-obligated to new projects during the following year's regular application cycle.

Minor Changes: Any request for a change in the amount to be expended on a program or project budget line item, or a minor change to the purpose, scope, location or beneficiaries of the project as defined in the application for funds, shall not be considered a Substantial Change requiring citizen notification and Annual Action Plan amendment; however, prior written approval of these changes must be obtained from the appropriate Block Grant Administrator.

Minor project changes may need to be formalized as an amendment to the subrecipient Agency's contract with the City. The Agency will submit a written request for change to the Block Grant Administrator stating the specific reasons for the requested increase or decrease in funding, or change in purpose, scope, location or beneficiaries. All requests will be reviewed, and approved or denied by the Block Grant Administrator.

Performance Reports

1. The City of Bremerton Block Grant Division will prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD no later than March 31st of each year for the previous calendar year.
2. The CAPER will be made available for public review. Notice will be published in the newspaper of record and copies will be available on the City's website:
 - City of Bremerton: <http://www.bremertonwa.gov/198/Federal-Grants---CDBG> scroll down to the year and CAPER file desired.
3. Citizens will be provided a period of at least 15 days to review and comment on the CAPER. Comments or views of citizens will be considered in the report, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the CAPER and submitted to HUD.

Public Hearings

By law, public hearings are required in order to obtain the public's view and to provide the public with the City's responses to public questions and proposals. Annually a public hearing will be held in spring for the approval of the next year's Policy Plan. A second hearing is held in November to review the proposed use of funds and adopt the Annual Action Plan.

Notification of the public hearings and of comment periods will be published in the newspaper of record and will afford citizens, public agencies, and other interested parties a reasonable opportunity to examine the proposed plans and to submit comments.

City of Bremerton public hearings will be held during Bremerton City Council meetings, which are held every first and third Wednesday of the month, at 5:30 pm in the meeting chambers of the Norm Dicks Government Center. Bremerton City Council agenda may be obtained at <http://www.ci.bremerton.wa.us/155/City-Council>.

Public Comments

Interested persons may submit comments in writing during the public comment periods, or orally at the public hearings. Written comments should be directed to:

Sarah Lynam
Community Development Block Grant Administrator
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337

Complaints

All written citizen complaints will be referred to the appropriate person(s) or agencies for action. Under normal circumstances, the Block Grant Division will respond to the person making the complaint within 15 days. All complaints and responses will be kept on file.

Resources

Newspaper of Record: Notification will be placed in the following newspaper under Legal Notices at least ten days before a public meeting is held concerning a program described in this plan:

City of Bremerton Block Grant – The Kitsap Sun

Notices may also be published on City website:

City of Bremerton Block Grant Program: <http://www.bremertonwa.gov/198/Federal-Grants---CDBG>

The notice will indicate when and where the public meeting will be held. Meetings are often held at the following location:

Norm Dicks Government Center, 1st Floor Meeting Chambers
345 6th Street
Bremerton, WA 98337

Appendix B

Funding Process

Introduction

The City of Bremerton is an entitlement community, and uses a competitive application process to find the best subrecipients to implement programs and activities around the City.

The City has an independent funding process for its CDBG funds based on the prioritization of the City Council and utilizes a Project Review Committee to assist in making funding determinations. However, the City still participates with the Housing and Homelessness Program (which administers Homeless Housing (HHGP), Affordable Housing (AHGP), and Consolidated Homeless Grant (CHG) Program) which has a combined funding & application process. These funds typically go to projects and programs which benefit the Homeless.

This combined process includes a single application for funds, a single Grant Recommendation Committee (GRC) process and funding recommendation for use of HOME funds and Homeless Housing Grant Program. Funding recommendations are approved by the Kitsap Board of Commissioners for County CDBG/HOME funds and by the Bremerton City Council for City CDBG/HOME funds.

For the 2025 application process the City of Bremerton will use the Survey Monkey Apply system. This system will allow for a more streamlined application and review process. Applicants will no longer be required to provide paper copies of the application.

Applications will be made available in a format accessible to persons with disabilities upon request.

Application submittal instructions and due date are included in the Notice of Funding Availability (NOFA). The NOFA will be published on March 31, 2024. Applications must be submitted online and require access to the internet.

2025 Program Year Funding Specifics:

The 2025 Program Year will have two competitive funding applications for:

- City-Wide Economic Development which includes job training programs;
- Capital Projects in the City which can demonstrate low/mod clientele or area wide benefit.
- Public Facility and Infrastructure Projects.

Specific funding amounts for these applications and RFP will be detailed in the Notice of Funding availability which will be released to the public on May 24, 2024.

Application Review & Project Review Committee Recommendation Process

On May 24, 2024 the City will publish a Notice of Funding Availability. Within this document will be information about the funding applications which have the following priorities:

- Capital Projects in the City which can demonstrate a low/mod clientele or area wide benefit. Projects can include affordable housing, weatherization and minor home repair or projects which create suitable living environments for Bremerton residents and
- City-wide economic development projects including job training programs.

The Grant Recommendation Committee (GRC) will be used to review applications for HOME funds through the coordinated grant process. The City of Bremerton uses a separate Project Review Committee to review applications for CDBG funds.

The Project Review Committee must adhere to the Conflict of Interest Policy in **Appendix C**.

Applications will be initially reviewed by Block Grant Staff to determine compliance with technical requirements including eligibility for CDBG and/or HOME funds. Applications which are found not eligible for CDBG, HOME, Homeless Grant Program or Affordable Housing funds, will be disqualified and the applicant will be notified. Eligible applications will be reviewed and evaluated by staff for organizational and financial capacity, will be interviewed by the Project Review Committee, and a recommendation will be provided by the Project Review Committee and forwarded to City Council. The Council will review all recommendations, and select the projects for funding based how they address needs & objectives identified in the 2021-2025 Consolidated Plan. The details of the multi-level review process are listed below:

Stage 1: Completeness & Qualification Review

Submitted applications are reviewed for potential disqualification using the following process:

1. Applications are reviewed for completeness, soundness, and eligibility against the following criteria. Applications meeting one or more will be disqualified. At least two different staff members must agree that an application should be disqualified.
 - a. Amount requested is not consistent among narrative questions, Sources of Financing form, budget form, and/or applicant information;
 - b. Missing or blank attachments or forms or using old versions of forms;
 - c. Project or applicant organization is not eligible for any of the funding sources;

- d. Project does not meet a priority identified in the City of Bremerton Consolidated Plan (2021-2025) or does not meet a Bremerton City Council funding priority.
 - e. Project does not meet a National Objective as defined by HUD.
 - f. Wrong application type is submitted for project.
2. Applicants will be notified of the results of the Stage 1 Review via email, either:
- a. Application is moving to Stage 2 and the applicant will be contacted to schedule an interview; or
 - b. Application is disqualified and the basis for disqualification is provided.

Stage 2: Review and Scoring

Applications are reviewed and scored for organizational capacity, financial soundness, and project priority.

1. Staff members review and score all areas of the application utilizing scoring criteria specific to each application type.
2. Project Review Committee (PRC) members make funding recommendations using the following process:
 - a. Review, evaluate, and score each application using review and scoring guides specific to each application type;
 - b. Conduct interview with each applicant and score applicant interviews; interview length will depend on application type.
 - o CDBG Economic Development will have interviews consisting of the following:
 - i. 20 minutes in length which includes 10 minute agency presentation and 10 minute question/answer.
 - o Capital applications will have interviews consisting of the following:
 - i. 35 minutes in length which includes 15 minute agency presentation and 20 minute question/answer.

** Joint interviews may be held for organizations that submit a project application for both City and County CDBG funding.

- c. Assign a priority ranking and recommend funding awards to applications.

Stage 3: Funding Awards

The funding recommendations go through a multi-step process, prior to finalizing the award amount.

1. Project Review Committee (PRC) – All Stage 2 applications will have a final score comprised of the staff application review score, PRC application review score, and PRC interview score. The PRC will use the finalized score of applications to assist in making the funding recommendations and contingencies.

2. City of Bremerton City Council- The City Council receives the recommendations from the Project Review Committee, holds a public comment period and a public hearing, and makes awards and contingencies.

3. Federal CDBG and HOME funds- Applications awarded CDBG and HOME funds must be included in an Action Plan associated with the 2021-2025 Consolidated

Plan and submitted to HUD for approval. The Action Plan cannot be finalized until the City of Bremerton receives the federal award amounts from HUD.

4. Final Awards – Funding recommendations were made based on estimated funds. Once the actual amounts are known awards will be adjusted based on the contingency set by the PRC's and approved by the Bremerton City Council.

Project Review Committee

The Project Review Committee (PRC) will be formed consisting of three City of Bremerton staff members (Director-Department of Community Development, Finance Director, Community Development Project Assistant), one member from City Council, one representative from the Planning Commission and two citizens at large. (If a representative from the Planning Commission is unavailable, another citizen representative will serve in their place). The role of this committee is to read all applications and complete independent, scored reviews, review projects for community need and benefit, review evaluations, conduct interviews, and discuss, rank and recommend projects for funding. The appointees to this committee are appointed by the Mayor and confirmed by Bremerton City Council.

The PRC will provide recommendations to City Council and the Council will have the opportunity to approve all the final recommendations.

Applicant interviews will be conducted with the PRC. Applicants will have the opportunity to present their project and the PRC will have an opportunity to ask questions. At the conclusion of the interviews the PRC will formulate a funding recommendation for approval by the City of Bremerton City Council.

Appointments for PRC members are made annually. PRC members are appointed to serve a two year term and can be re-appointed to serve successive terms and/or additional terms.

Conflict of Interest

1. No member of the Project Review Committee (PRC) shall be beneficially interested, directly or indirectly, in any grant applications which may be made by, through or under the recommendation of the PRC, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein (from RCW 42.23.030).
2. No member of the PRC shall engage in any activity, including participation in the selection, award, or administration of a grant award or contract if a conflict of interest, real or apparent, exists.
3. Additional information on Remote Interest can be found in the full Conflict of Interest Policy under Appendix D.

Technical Assistance

All applicants for funding who have never received City CDBG funding before, or have never used the SM Apply system will be required to attend the technical assistance session.

During the session, staff will provide information to citizens concerning who can apply for funds, funds expected to be available, the range of activities that may be undertaken, priorities for funding, application submission requirements including technical assistance in filling out the application, the application deadline, and how decisions concerning funding will be made. There will also be a workshop on how to use the Survey Monkey Apply system if an applicant has not utilized the system before.

In addition to the mandatory Technical Assistance described above, City Block Grant staff is also available by appointment for one-on-one Technical Assistance to provide guidance to citizens and organizations regarding specific project considerations. Please contact Block Grant staff to set up an appointment.

At any time, any citizen may contact the City Block Grant staff for technical assistance, help with an application or general information in relation to programs described in this Plan. The Department will help citizens understand CDBG and HOME funded programs, the procedures for submitting proposals, the Citizen Participation Plan and other program requirements so they can effectively participate in CDBG and/or HOME programs and the funding process.

Appendix C

CDBG Eligibility Requirements & Program Rules

CDBG NATIONAL OBJECTIVES AND ELIGIBILITY REQUIREMENTS

Every CDBG activity must meet a national objective and must be eligible in order to be funded, and each CDBG applicant must be able to demonstrate eligibility based on data collected. The following information is provided to assist you in defining the eligibility and national objective that your activity meets and the type of information you will need to gather from the population you serve to provide to the City Block Grant office. Specific regulations that govern the CDBG program are available the Block Grant office.

What are the National Objectives? (Benefit Criteria)

An eligible CDBG activity must either

I. Principally benefit low and very low income

A. Area Benefit –

- a. Activity which is available to benefit all the residents of an area which is primarily residential.
- b. At least 51% of beneficiaries are low or very low income persons/households.
- c. Applicants will be responsible for defining the service area and City staff will check to ensure that it meets the Low Moderate Income (LMI) criteria.

B. Limited Clientele

1. At least 51% of beneficiaries are low or very low income persons/households
 - a. Presumed Benefit
 - b. Agency Requires Client Information
 - c. Income Eligibility Requirement (Direct Benefit)
 - d. Nature/location
2. Removal of Architectural Barriers
3. Assistance to Owners of Microenterprises
4. Employment Support Services

C. Housing Activities (Residential)

- a. 51% of units must be occupied by low-and moderate-income households.
- b. Affordable rents must be maintained for 5 years

- D. Job Creation or Retention - Economic Development
- Must be located in a predominantly Low/Moderate (L/M) income neighborhood and serve the L/M income residents; or
 - Involve facilities designed for use predominantly by L/M income persons; or
 - Involve the employment of persons, the majority of whom are L/M income persons.

II. Reduce or Eliminate Blight III. Meet an Urgent Need

- A. Urgent Need would be a natural disaster or federally declared disaster.

NOTE: The vast majority of CDBG activities funded are designed to benefit low and very low income persons and households.

How Does A Project Meet a National Objective?

I. Principally benefit low and very low income

To meet this national objective, an applicant must document that the proposed project will benefit predominantly low and very low income persons or households. A low income person/household is one whose annual income does not exceed 80% of area median income -- a very low income person/household is one whose annual income does not exceed 50% of the area median income. HUD Income Limits for Bremerton are included in the Application each year. There are several different ways that CDBG activities can benefit low and very low income persons:

A. AREA BENEFIT

This criteria allows a project located in principally residential area to meet a National Objective by demonstrating that, based on the demographics of a project's defined service area, at least 51% of the residents are low or very low income. Certain activities are a natural fit for area benefit, as they serve a geographic area, such as parks, neighborhood facilities, community centers and streets/sidewalks.

Please contact the City Block Grant office for maps and more information on documenting your service area and determining eligibility under Area Benefit.

Applicants must:

- Attach a map with the boundaries of the project's service area delineated (the surrounding geographic area in which all or most of the people benefiting from the project reside).
- Explain why that particular geographic area is the service area for the project;

- Indicate on the map residential and commercial areas within the service area boundary; and
- Provide documentation that 51%(City) or more of the residents within the service area are low and very low income persons/households utilizing the most recent census data as provided by HUD. Please contact the City or Block Grant office for maps and more information on documenting your service area.

B. LIMITED CLIENTELE

An activity which benefits a limited clientele, at least 51% of whom are low or very low income persons/households. There are four types of activities in this category:

1. **Presumed Benefit** -- An activity may benefit one of the following groups who are presumed by HUD to be principally low and very low income: abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, migrant farm workers and persons living with HIV/AIDS.

Applicants must:

- Demonstrate that the facility or service is designed for and used predominantly by one of the groups identified above.
 - Demonstrate that your clientele meets HUD's definition for the presumed group you serve, for example, homeless individuals must meet HUD's definition and documentation requirements at https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf
2. **Require documentation on family size and income in order to show that at least 51 percent of the clientele are low income** – This means your program can serve low and moderate income clientele if at least 51% of your clientele are low income. Agencies must keep information on client income and family size which can document whether or not 51% or more of the clientele are persons whose family income does not exceed low and moderate income limits for Kitsap County. Note: Income qualification criteria from other programs (such as state poverty guidelines) may be substituted provided those criteria are at least as restrictive as the HUD income limits.

Applicants must:

- Provide documentation of the total number of clients/households served in 2022 (if this is an existing service);
 - State what percent of the clients/households served in 2022 were low or very low income (or met criteria that are stricter);
 - Provide a copy of the income qualification criteria that were used to screen clients and to determine the percent that were low and very low income;
 - Provide a copy of the client intake form highlighting the questions regarding family size and income levels; and
 - Agree to maintain documentation of the client's incomes for the CDBG contract period.
3. **Income Eligibility Requirements (Direct Benefit)** -- This means that the agency uses income screening to limit the benefits of the CDBG funded activity to only those persons who are low and very low income. For example, a housing counseling program would screen potential clients and use the CDBG funds to pay for the counseling only of those who are income eligible.

Applicants must:

- Screen clients by family size and income;
 - Provide a copy of the income qualification criteria that were used to screen clients to determine low and very low income status;
 - Provide a copy of the client intake form highlighting the questions regarding family size and income levels; and
 - Describe how the program/project would limit the benefits of the CDBG funded activity exclusively to low and very low income persons/households.
4. **Nature/Location of Activity Allows Conclusion of Primarily Low and Very Low Income Benefit** -- This means that the activity is of such a nature and in such a location that it may be concluded that the clientele will be primarily low and very low income; for example, free childcare in an assisted housing project.

Applicants must:

- Explain how the nature, and if applicable, the location of the proposed project, establishes that it is used primarily for low and very low income persons.

In addition to the four activities described above, the following activities may qualify under the limited clientele national objective.

- **Removal of Architectural Barriers**

A project which removes material or architectural barriers which restrict the mobility and accessibility of elderly or handicapped persons to publicly owned and privately owned non-residential buildings, facilities and improvements, and the common areas of residential structures containing more than one dwelling unit is considered a limited clientele activity. Note: This refers to the removal of existing barriers. It does not apply to new construction.

- **Assistance to Owners of Microenterprises**

When assistance is to be provided to a microenterprise (a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise) the owner must qualify as low or moderate income. Note: for microenterprise projects under the limited clientele national objective justification, the low income threshold applies only to the owner, there are no income requirements for the workers the owner employs.

- **Employment Support Services.**

If CDBG assistance is only provided for training or supportive services (peer support programs, counseling, child care, transportation, and other similar services) to assist business(es), the percentage of low and moderate income persons assisted may be less than 51% if the proportion of the total cost borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income. For example: A new business moves into town and begins an on-site day care program for workers. The total cost of the day care is \$10,000. There are 40 children, 3 of which meet qualifications as low and moderate income. The maximum amount chargeable to the CDBG program is \$750.00. ($\$10,000/40 = \$250 \times 3 = \750).

Applicants must:

- Maintain data documenting the total cost of the service, Screen clients by family size and income; and provide a copy of the client intake form highlighting the questions regarding family size and income levels;

C. Housing Activities

These are activities providing or improving permanent residential structures which are or will be occupied by low and very low income households. It does not include group homes or shelters for the homeless, which are considered limited clientele activities.

Applicants must:

- Maintain a copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.
- 51% of these units must be available to low/moderate income.
- Maintain records on the total cost of the activity, including both CDBG and non-CDBG funds.
- Screen households for family size and income eligibility.
- For rental housing, maintain records on rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted.
- Affordable rents must be maintained for a period of five years after CDBG assistance.

D. Job Creation or Retention Activities

These are economic development activities which are designed to create or retain permanent jobs, where at least 51% of the jobs, computed on a full-time equivalent basis, can be documented to employ low and very low income persons for the geographic area where it is located. **There are very specific elements of this national objective. Please contact the Community Development staff to discuss your project prior to submitting an application.**

CDBG FUNDING - SPECIFIC REQUIREMENTS

- 1. Reversion of Assets / Change-of-Use of CDBG Assisted Property** All recipients must agree to restrict the use of the property, which was acquired and/or improved using CDBG funds, to the intended purpose for which the funds were awarded.

The restriction will be based on the dollars invested and follow the guidelines in the chart below. This is to ensure compliance with HUD requirements and to ensure continued public benefit.

Activity	Dollar Threshold*	Minimum Years Restricted
Rehabilitation or Acquisition of existing facilities or housing (including homeownership assistance)	Less than \$15,000 \$15,000 - \$40,000 Greater than \$40,000	5 Years 10 Years 15 Years
New Construction or Acquisition of land for new construction	Any \$ amount	20 Years

* Dollar threshold is per facility, or if housing, per unit for single family housing

Reversion of assets provisions require agency to transfer to the City any CDBG funds on hand at the time of expiration of the subrecipient agreement, any accounts receivable attributable to the use of CDBG funds, and any nonexpendable personal property that was purchased with CDBG funds

2. Restriction on Assessments

CDBG funds may not be used for public improvement projects where a portion of the projects is to be financed by assessments to area property owners, unless the project is structured such that CDBG funds are used to pay the assessments of all low and very low income property owners. The analysis of incomes of affected persons must be done ahead of time and submitted as part of the application for CDBG funds.

- 3. Guidelines for Economic Development Projects (24 CFR 570.209)** City will utilize the guidelines provided at 24 CFR 570.209 relative to project costs and financial requirements and standards for evaluating public benefit.

4. Supplanting (24 CFR 570.207)

Federal regulations prohibit using CDBG funds to supplant (replace or substitute for) local funds for public services or ongoing responsibilities of general local government. The intent of this federal regulation is to prevent local government from using the availability of federal CDBG dollars as an excuse to reduce local funding commitments.

Appendix D

Conflict of Interest Policy

Conflict of Interest Policy

City of Bremerton Project Review Committee

From time to time, community volunteers who are appointed to the Project Review Committee (PRC) have prior experience with one of the applicants or programs requesting grant funding. The following guidelines are intended to clarify what should happen in these cases to avoid real or perceived conflict of interest.

1) Conflict of Interest:

- a. No member of the PRC shall be beneficially interested, directly or indirectly, in any grant applications which may be made by, through, or under the recommendation of the PRC, in whole or in part, or which may be made for the benefit of his or her office, or accept directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein (from RCW 42.23.030)
- b. No member of the PRC shall engage in any activity, including participation in the selection, award, or administration of a grant award or contract if a conflict of interest, real or apparent, exists.

2) Remote Interest

- a. A PRC member is not interested in a contract, within the meaning of 1.a. above, if the member only has a “remote interest” in the contract and the extent of the interest is disclosed to the PRC and Staff at the beginning of the review process and is noted in the official minutes prior to the recommendation of the contract. (from RCW 42.23.040).
 - i. As used in this section “remote interest” means:
 1. That of a non-salaried officer of a non-profit corporation;
 2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
 3. That of a landlord or tenant of a contracting party;
 4. That of a holder of less than one percent of the shares of a corporation or cooperative which is a contracting party.
 - ii. Even if the PRC member’s interest is only remote, the member cannot influence or attempt to influence any other PRC member in the award of a contract they are remotely interested in. For purposes of this provision, influence or attempt to influence includes any of the following:

1. Scoring the grant application;
2. Discussing the grant application with other PRC members;
3. Joining the audience, acting on behalf of the applicant or interacting in any manner with members of the PRC.
4. PRC members should physically leave the room when the remaining PRC members discuss the matter. This removes any potential claim that the PRC member has attempted to exert undue influence over the other PRC members.

3) Potential Bias by Prior Association

- a. A PRC Member may have a “potential bias by prior association” if they have had an interest in the past, but do not meet these definitions during the time they are serving on the PRC, or who have personal prior experience with an applicant including serving as a board member in the past, being employed in the past, or being a current or past volunteer. In the event of a potential bias by prior association:
 - i) The PRC member should disclose to the PRC and staff the nature of their prior association at the beginning of the application review process.

4) Conflicts Disclosed

The staff should advise PRC members before the process begins that members need to disclose, in advance, any remote interest, potential bias by prior association that they have, or relatives serving as staff to any applicants. It is recommended that the disclosures be done in writing.

5) Voting and Recommendations

- a. The PRC member should recuse themselves from voting on any recommendation that would include applications in which they have a remote interest in or with whom they have a potential bias by prior association.
- b. If the final recommendations of the PRC are consolidated into a single motion, then the PRC member may participate in the vote so long as their participation in the discussion does not influence or attempt to influence the outcome with respect to the applicant in which they have a remote interest in or with whom they have a potential bias by prior association.
- c. Occasionally members of the City Council will sit on the Board of Directors of organizations which are proposed to receive funding. In this instance, the Council member with the conflict of interest will state their conflict, leave the room, and return when voting has been completed. Because the votes are passed as one resolution, the Council member with the conflict will not be allowed to vote on the resolution as a whole.

6) Alternate PRC

If there are two or more PRCs in a funding cycle or process, and a member has a conflict of interest, remote interest, or potential bias by prior association with an application that one of the PRCs is reviewing, that member may serve on a different PRC without reservation or restriction.

Appendix F

Glossary

GLOSSARY

Administrative Expenses. Those expenses directly associated with the recipient's general administration of the CDBG or HOME programs, such as salaries, supplies, equipment, accounting, phones, audits, benefits, travel and indirect costs.

Affordability. Affordability is achieved when a household's rent or mortgage payment, plus utilities, does not exceed 30% of the monthly income for the targeted income group as adjusted for household size.

Annual Action Plan: This document allocates one year's funding to specific projects and activities for the CDBG and HOME programs. It is submitted annually to HUD, 45 days prior to the start of the City's and County's fiscal year or no later than November 15 and is developed in accordance with federal regulations (24 CFR Part 91).

Architectural Barriers. Restrict mobility and accessibility of elderly or individuals with disabilities.

Benefit Criteria. A CDBG activity must either principally benefit low or very low income persons, reduce or prevent slums and blight or meet a recent urgent need. These three objectives are the Benefit Criteria.

Cash Flow. Gross income minus vacancy rate, operating expenses, reserves, debt service and taxes.

Grant Recommendation Committee (GRC). A group of eight citizens meeting specific qualifications, who develop funding recommendations for City of Bremerton HOME funds.

Citizen Participation Plan: This plan is prepared to facilitate and encourage public participation and involvement in the Consolidated Plan process and the City's CDBG and HOME program, especially by low- and moderate-income persons. The plan identifies the public participation requirements as identified by federal regulations (24 CFR Part 91).

Committed Funds. Funds committed to a project by a project funding source. The award amount, terms and uses of the committed funds are documented in a letter to the applicant. A copy of this award letter is included with the application for CDBG/HOME funds.

Conditional Funds. Funds committed, with conditions, to a project by a project funding source. The conditions of the commitment, amount, terms, and uses are documented in a letter to the applicant. A copy of the letter is included with the application for

CDBG/HOME funds.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress in carrying out the Consolidated Plan and Annual Action Plan. The report is prepared annually by both the City and County in accordance with federal regulations (24 CFR Part 91). It is due to HUD no later than 90 days after the end of the program year or March 31.

Consolidated Plan: This document serves as the City's and County's application for CDBG and HOME funds. It sets forth the priorities and strategies to address the needs of primarily low- and moderate-income persons and areas in the county. It typically covers a five-year time period. It is submitted to HUD 45 days prior to the start of the program year or no later than November 15 and is developed in accordance with federal regulations (24 CFR Part 91).

Consultant Fees. Fees paid to a third party developer consultant for costs associated with implementation of a project.

Entitlement Community. A local jurisdiction that receives an allocation of Community Development Block Grant funds directly from HUD. All participating jurisdictions are entitlement communities; however, not all entitlement communities are participating jurisdictions.

Household: all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Housing. Housing includes permanent housing units for sale or rent including; manufactured housing, permanent housing for disabled homeless persons, transitional housing, single-room occupancy housing, and group homes. Housing **does not** include emergency shelters or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students or dormitories.

Interlocal Agreement. Agreements made to ensure the cooperation of units of local government which form consortiums for the purpose of obtaining funding.

Low- and Moderate-Income Households (LMI): These are households earning less than 80% of the area median income (AMI). They are broken down into the following income designations:

- **Extremely Low-Income:** households with incomes less than 30% of the area median family income adjusted for household size.
- **Low-Income:** households with incomes between 31% and 50% of the area median income, adjusted for household size.

- **Moderate-Income:** households with incomes between 51% and 80% of the area median income, adjusted for household size.

Low- and Moderate-Income Area Neighborhood (LMA): In general, this is defined as census tracts or block groups where a minimum of 51% of the residents have low or moderate incomes (i.e. not exceeding 80% of the area median income).

Median Family Income: HUD releases income limits annually for its programs. Income limits are calculated using American Community Survey and Census data. Data for Kitsap County is based on the Bremerton-Silverdale Metropolitan Statistical Area (MSA). Incomes are indexed by household size.

Neighborhood Revitalization Strategy Area: A specific neighborhood targeted by the City and approved by HUD. Communities with approved NRSA's receive enhanced flexibility in undertaking economic development, housing, and public service activities with their CDBG funds. The City currently does not have an approved NRSA at this time.

Operating Support. Financial assistance used to supplement the day-to-day operations of a project.

Participating Jurisdiction. This term refers to cities, counties and consortia which receive an allocation of federal HOME funds directly from HUD.

Persons with Disabilities. This term means a household composed of one or more persons, at least one of whom is an adult, who has a disability. A person is considered to have a disability if the person has a physical, mental, emotional or developmental impairment that is expected to be of long-continued and indefinite duration and substantially impedes his or her ability to live independently.

Program Year: The program year for the City CDBG and HOME programs is January 1 through December 31, which is the same as the City's fiscal year.

Project Delivery Costs: Costs directly related to managing the project to the point of completion normally paid to a third party.

Project Review Committee. This committee, made up of City of Bremerton staff, a member of the City of Bremerton City Council, Planning Commissioner and two citizen volunteers, evaluate, rank, and make funding recommendations to the Bremerton City Council for use of CDBG funds.

Project Soundness. The feasibility, sensibility, and effectiveness of the project to meet a defined community need and the organizational strength and capacity to bring the project to completion.

Proposed Funds. Funds which have been or will be requested from a potential project funding source.

Relocation Expenses. Those costs paid to households or businesses when temporary or permanent relocation becomes necessary.

Single family housing: one to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

Single room occupancy (SRO) housing: housing (consisting of single- room dwelling units) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both).

Special Needs Housing. Housing for special needs populations who require special housing-related services. This is also referred to as supportive housing.

Special Needs Population. This population of people includes elderly and frail elderly; persons with mental, physical or developmental disabilities; persons with HIV/AIDS; persons with alcohol or drug addiction; victims of domestic violence; persons discharged from institutions (prison, jail, mental hospital, foster care).

Transitional housing: housing that is designed to provide housing and appropriate supportive services to person, including (but not limited to) deinstitutionalized individuals with disabilities, homeless individuals with disabilities, and homeless families with children. It has as its purpose facilitating the movement of individuals and families to independent living within a time period that is set.

Uniform Physical Condition Standards (UPCS): Uniform national standards established by HUD pursuant to 24 CFR 5.703 for housing that is decent, safe, sanitary, and in good repair. Standards are established for inspectable items for each of the following areas: site, building exterior, building systems, dwelling units, and common areas.



2025
CDBG/HOME
Policy Plan
Annual Update

2025 CDBG / HOME Policy Plan Updates



Plan provides guidance for applicants seeking 2025 CDBG/HOME funds

- Eligibility
- Overview of the funding allocation process
- Regulatory requirements
- Local Policy Decisions
- Funding Availability



For Council - Policy Plan Timing and Next Steps



► Adoption of the Policy Plan allows for us to begin the funding process for 2025

- Document was released for 15-day comment period on May 1st – no comments received.
- Hold public hearing and take action– June 5th
- Applications opened June 18th, reviewed in July/August
- Funding Recommendations determined by the Project Review Committee are submitted via the annual Action Plan.
- Action Plan – Council public hearing – November 2024



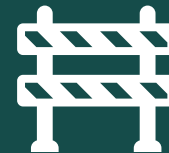
Funding Priorities – 2021-2025 Consolidated Plan

- **CDBG (funding estimate - \$365,000)**

- Capital Projects which can demonstrate a low/moderate income benefit either through a clientele or area-wide benefit.
- Public Facility and Public Infrastructure projects
- Projects which support, preserve or develop units of affordable housing
- Economic Development Projects/Programs
 - *microenterprise and job training public services*

- **HOME (funding estimate - \$170,339)**

- Projects which increase affordable housing stock
- Eligible Projects could include:
 - Acquisition, rehabilitation or construction of affordable rental housing
 - Construction of new rental units
 - Down payment assistance to income-eligible homebuyers



Funding Priorities – CDBG & HOME

- Projects must meet a national objective and be an eligible activity
- Projects annually must meet a Consolidated Plan Priority.

2025 Updates



- Citizen Participation Plan Appendix C
 - Simplified pre-application process which includes and “applicant intent form” only requiring new and capital projects to submit.
 - Based on feedback received last year.
- Earlier start - more time for review
- Funding Priorities remain the same for 2025. We are in year 5 of the 5 year Consolidated Plan.



2025 Program Year- Important Dates for Applicants

May 24	Notice of funding availability posted on City's website
June 07	Applicant Intent forms due
June 18 - July 16	Technical Assistance / Pre-app appointments available
June 18	Application goes live- link posted on City's website
July 16	Funding applications due
July 17-31	Staff Review Eligibility - Phase I
August 1 -22	PRC Review/Score - Phase II
August 29	PRC Orientation
September 12-13	Agency Interviews / Deliberation
September 16	Funding recommendations published for 30-day comment period
November 6	Council meeting to adopt funding recommendations
January 1, 2025	Program Year Begins



Questions?

Sarah Lynam

CDBG Administrator

360.473.5375

sarah.lynam@ci.bremerton.wa.us

**Published for
June 5
Council Meeting**

5 – Public Recognition

NAD Stewardship Group - Project Proposal

Project Title: NAD Disc Golf Course Stewardship Restoration and Maintenance

Community Sponsor: City of Bremerton (park/building owner),

Community Partners: West Sound Disc Golf Association (course stakeholders, lead volunteer group)
Kitsap Disc Golfers (Volunteer Support)

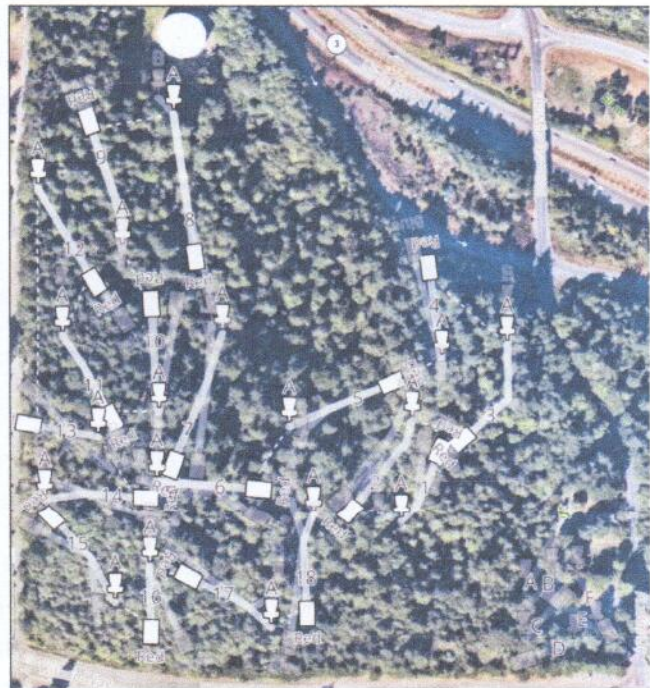
Project Description:

This proposal seeks the formal support and adoption of a volunteer stewardship group by the City of Bremerton as well as the inclusion of Naval Ammunition Depot (NAD) Park Disc Golf Course (DGC) restoration plan in the 2024 Parks and Recreation Open Space (PROS) Plan.

For the last 20 years Naval Ammunition Depot Park Disc Golf Course (NAD DGC) has been a fixture for the disc golfers in the Puget Sound region. It has served as a place where new players are introduced to the sport and where dedicated disc golfers practice, play, and compete.

Disc Golf saw an unprecedented boom during the CoVID-19 pandemic as people sought ways to get out of the house and maintain healthy distances. Since 2020, the sport of disc golf has grown exponentially and so has the use of NAD DGC. In 2023 alone there was an estimated forty-thousand rounds of disc golf played at NAD with an average growth of 34.5% since 2019.

Lack of consistent maintenance or maintenance plan for the course has resulted in large patches of noxious weeds, compacted soils, deteriorating infrastructure leading to a need for a comprehensive park restoration plan that addresses the increasing foot traffic in the park, visitor safety, as well as the ecological health and viability of the park.



This proposal seeks to institute a NAD DGC Volunteer Stewardship Group as part of the network of volunteer stewardship groups already in effect in the City of Bremerton. It also seeks to collaborate with the City of Bremerton Parks Department to include a comprehensive restoration and maintenance plan for NAD Park DGC as part of the 2024 City of Bremerton PROS Plan.

Project goals:

- Identify the park stewardship group (members will include representatives from the City of Bremerton, Parks and Recreation Department, West Sound Disc Golf Association, District 7

constituents, our stewardship group, local non-profit organizations and citizen groups, as appropriate)

- Create a social media site to communicate with stakeholders and the community
- Develop a multiphased park stewardship plan to restore and maintain the disc golf course at NAD Park between June and December 2024 to be included in the PROS Plan for the City of Bremerton
- Coordinate at least four community/volunteer work session days between July and December 2024
- Implement regularly scheduled community/volunteer work days at the park (i.e. once a month, half-day work sessions) for the calendar year of 2025.
- Coordinate a community kick-off event (i.e introduction to disc golf clinic) to raise awareness and educate residents about our project and the park

Park project priority list (to be completed prior to June 2013):

- Fairways and trail maintenance – mulch sensitive soils, address safety concerns
- Infrastructure maintenance and contributions – repairing broken tee pads, building foot bridges over seasonal streams and sensitive soils, adding way finding
- Noxious weed removal (beginning spring and ongoing, as needed) and native species replanting
- Educational signage - entrance, plants, building history, etc.
- Park stewardship kick-off event



A draft plan has already been compiled and put in a proposal video that was sent to the City Council on June 2nd, 2024. The plan is being converted into a formal document that:

- I. Examines the use of the course and impacts of disc golf in NAD Park
- II. Identifies course concerns and current maintenance challenges
- III. Considers current groups and organizations that model a future volunteer stewardship program
- IV. Proposes ways NAD DGC could be reimaged as a remediated ecology and restored as an exemplary disc golf course
- V. Show phases of the plan implementation
- VI. Offer suggestions for collaborations between local groups and organizations that would benefit the project
- VII. How the project and future maintenance efforts could be funded in compliance with City by-laws
- VIII. Project costs and restoration timeline

- IX. Questions that need to be addressed and suggestions for next steps that can be taken to move the project forward.

Since April 2024 support for the formation of a NAD DGC stewardship group has been signed by 38 course users. In addition to their support, these volunteers are offering to donate their time, labor and expertise to restore the park.

While adoption of such a comprehensive plan needs time to be considered by the City. No-cost restoration efforts can begin immediately. As such we are requesting that the City Council, in the absence of a functioning Parks Commission,

1. Formally supports and adopts the formation of NAD DGC Volunteer Stewardship Group
2. Formally supports and includes the restoration of NAD Park DGC in the 2024 PROS Plan
3. Initiates volunteer maintenance efforts in the park by allowing and supporting
 - o the removal of noxious weeds
 - o the addition of mulch to address soil erosion
 - o and repair of course infrastructure (cement tee pads) damaged in the winter storms of 2023-2024.

Since its inception, the disc golf at NAD Park has been informally maintained through efforts of the West Sound Disc Golf Association and the Bremerton citizens that use the park. With current budget and staffing challenges in the City of Bremerton Parks Department the time is now to address the maintenance needs at NAD Disc Golf Course through a collaborative effort between the City of Bremerton, the WSDGA, and the NAD DGC Volunteer Stewardship Group.

**Published for
June 5
Council Meeting**

Item 8 – Council Reports

The background of the slide is a faded, light grey map of a city grid. The map shows a network of streets and building footprints. A large, semi-transparent grey shape is overlaid on the map, centered around the text. The text is in a bold, black, sans-serif font. The date is in a smaller, bold, black, sans-serif font.

District 3 Report

June 5, 2024

Beloved Manette neighborhood restaurant closes after 25 years



David Nelson

Kitsap Sun

Published 7:46 a.m. PT June 4, 2024 | Updated 7:47 a.m. PT June 4, 2024



Joan Hanten, top right, tops off Sarah Mikesell's glass with the last of the last bottle of champagne sold in the restaurant as Kate Wilson, bottom left, and Ann Vogel, top left, get ready to toast at La Fermata on Friday, the 25-year-old restaurant's last night in business. *MEEGAN M. REID/KITSAP SUN*



Downtown History Walk now live! Over a dozen buildings with plaques that link to the history of each place. Thanks Leadership Kitsap Class of 2024! (Jeff is at their awards ceremony tonight to thank them.)



COUNCIL DISTRICT 4

Jane Rebelowski





HOSTED BY COUNCILOR
JANE REBELOWSKI

District 4 Monthly Town Hall Meetings

City's Engineering Project Manager Nick
Ataie providing a presentation on the
**"6th Street Active Transportation
Improvement (Bike Lane) Project"**

*Bring all of your questions, concerns,
and comments...*

Everyone is welcome!

NEXT MEETING: June 6, 2024
(Every 1st Thursday of the Month)

5:00PM - 6:30PM

**BREMERTON HIGH SCHOOL CAREER
CENTER BUILDING
1500 13TH STREET**

Jane.Rebelowski@ci.bremerton.wa.us

COUNCIL DISTRICT 5

Michael Goodnow





Tuesday, June 18th
Charleston
Monthly District Meeting

(New Location)
Typewriter Fever
620 N Callow

6PM-7:30PM

Zoom: <https://us02web.zoom.us/j/89666930337>

District Six Council Report





DISTRICT SIX TOWNHALL

*Presented by Anna Mockler
Bremerton City Councilor, District Six*

What are your hopes and concerns? Talk to your City Councilor

**What Council did last month
and
What they'll look at soon**

Every Second Monday, 4-6pm
Bremerton Public Works Conference Room
at 100 Oyster Bay Ave N

Questions? Email Anna.Mockler@ci.bremerton.wa.us

2024 Dates Remaining

June 10

July 8

August 12

September 9

October 14

November 11

December 9





Scrap Metal and Electronics *Recycling Event*

June 29, 2024, 9 a.m. to 2 p.m.



Thunderbird Arena at Fairgrounds

COUNCIL DISTRICT 1

Jennifer Chamberlin



WARREN AVE BRIDGE CLEAN UP JUNE 15TH



**Dream Legacy
Real Estate**

Amanda Taylor
360 - 271 - 3711



EAST BREMERTON, WA

Meet At Caffé Perfetto around
830AM

Start Cleaning The Neighborhood at
900AM

And Help Make The County A Safer
Place.

Finish and Enjoy:

FREE 12 OZ COFFEE BEVERAGE
Provided By Caffé Perfetto

FREE DONUT
Provided By Lone Star Donuts

FREE SHIRT
Provided By Dream Legacy Real Estate
While supplies last.

NEXT CLEAN UP EVENTS:

March 30th	June 15th	September 21st
April 20th	July 20th	October 19th
May 18th	August 17th	

Caffé Perfetto: 2811 Wheaton Way, Bremerton, WA 98310

