



**CITY COUNCIL** 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 ☐ Phone (360) 473-5280

**\*\*\* AMENDED \*\*\***

**WEDNESDAY, SEPTEMBER 27, 2023**  
**CITY COUNCIL HYBRID STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*The Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **October 4, 2023** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:*  
<https://us02web.zoom.us/j/87318266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>
  - *Or One tap mobile:*  
US: +12532050468,,87318266756#,,,,\*857582# or +12532158782,,87318266756#,,,,\*857582#
  - *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 +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833
- Webinar ID: 873 1826 6756*  
*Passcode: 857582*

**A. BRIEFINGS ON AGENDA BILL ITEMS**

1. Proposed Public Hearing for Acceptance of 2024 Edward Byrne Memorial Justice Assistance Grant
2. Agreement with Air Management Solutions, LLC for the Oyster Bay HVAC Replacement Project
3. Contract Modification Agreement No. 2 with SCJ Alliance for Construction Management Services on the E. 11<sup>th</sup> Street & Perry Avenue Reconstruction Project
4. Professional Services Agreement with Parametrix, Inc. for the 2024 Transportation Comprehensive Plan & Non-Motorized Plan Updates
5. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures

**B. GENERAL COUNCIL BUSINESS**

1. Public Works Committee Briefing (*Last Meeting 9/19/23*) – Chair Anna Mockler
2. Finance, Investment & Parking Committee Briefing (*Last Meeting 9/26/2023*) – Chair Jennifer Chamberlin
3. Regional and Other Committee/Board Briefings
4. Other General Council Business (*As necessary, and as time allows...*)

**C. ADJOURNMENT OF STUDY SESSION**

**D. EXEMPT CLOSED SESSION - Item Pulled...**

- ~~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~~



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

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A1**

**SUBJECT:**

Proposed Public Hearing for Acceptance of  
2024 Edward Byrne Memorial Justice  
Assistance Grant

Study Session Date: September 27, 2023

COUNCIL MEETING Date: October 4, 2023

Department: Police

Presenter: Lt Ryan Heffernan

Phone: (360) 473-5777

**SUMMARY:**

The Bremerton Police Department is applying for the local solicitation of the Edward Byrne Memorial Justice Assistance Grant (JAG). For several years, funding has been used to help fund the salary for the position in the Community Resources Unit. The grant will allow the City to continue with the Unit and its crime prevention function and programs. The grant is from the Department of Justice. No matching funds are required of the City. Bremerton PD will request \$17,240 from the DOJ.

**ATTACHMENTS:** Edward Byrne Memorial Justice Assistance Grant Application

**FISCAL IMPACTS (Include Budgeted Amount):** None

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Edward Byrne Memorial Justice Grant, and to 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

## Joseph Sexton

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**From:** Default <do-not-reply@ojp.usdoj.gov>  
**Sent:** Tuesday, August 29, 2023 12:27 PM  
**To:** Joseph Sexton  
**Subject:** Entity Application Submitted

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**JUST**grants  
JUSTICE GRANTS SYSTEM

Your application GRANT13960156 has been successfully submitted for BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation on 08-29-2023 03:25 PM ET

For more information go to [www.justicegrants.usdoj.gov](http://www.justicegrants.usdoj.gov)  
JustGrants is operated under the U.S. Department of Justice

### Standard Applicant Information

#### Project Information

<b>Project Title</b>	<b>Proposed Project Start Date</b>	<b>Proposed Project End Date</b>
Sustain the Community Resource Unit and its crime prevention functions.	1/1/24	12/31/26
<b>Federal Estimated Funding (Federal Share)</b>	<b>Applicant Estimated Funding (Non-Federal Share)</b>	<b>Program Income Estimated Funding</b>
17240.0	0.0	0.0
<b>Total Estimated Funding</b>		
17240.0		

#### Areas Affected by Project (Cities, Counties, States, etc.)

City of Bremerton

#### Type Of Applicant

**Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

\_\_\_\_\_

**Type of Applicant 3: Select Applicant Type:**

\_\_\_\_\_

**Other (specify):**  
\_\_\_\_\_

**Application Submitter Contact Information**

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**Application POC Prefix Name**

Mr.

**Application POC First Name**

Joseph

**Application POC Middle Name**

\_\_\_\_\_

**Application POC Last Name**

Sexton

**Application POC Suffix Name**  
\_\_\_\_\_

**Organizational Affiliation**

\_\_\_\_\_

**Title**

Community Resource Specialist

**Email ID**

joseph.sexton@ci.bremerton.wa.us

**Phone Number**

360-473-5231

**Fax Number**

\_\_\_\_\_

**ORINumber**  
\_\_\_\_\_

**Executive Order and Delinquent Debt Information**

Is Application Subject to Review by State Under Executive Order 12372? \*

b. Program is subject to E.O. 12372 but has not been selected by the State for review


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Is the Applicant Delinquent on Federal Debt?

No

**SF424 Attachments (4)**

	<b>Name</b> <a href="#">Form SF424_4_0-V4.0.pdf</a>	<b>Date Added</b> 8/17/23
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	<b>Name</b> <a href="#">Form SFLLL_2_0-V2.0.pdf</a>	<b>Date Added</b> 8/17/23
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	<b>Name</b> <a href="#">SF424_4_0-1234-Areas Affected By Project 2023.docx</a>	<b>Date Added</b> 8/17/23
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	<b>Name</b> <a href="#">GrantApplication.xml</a>	<b>Date Added</b> 8/17/23
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**Authorized Representative**

**Authorized Representative Information**

**Prefix Name**  
Mr.

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Suffix Name</b>
Tom	E	Wolfe	—

**Title**  
Chief

# Verify Legal Name, Doing Business As, and Legal Address

**Legal Name**

CITY OF BREMERTON

**Doing Business As****UEI**

HV84RG6NYNG4

**Legal Address****Street 1**

100 OYSTER BAY AVE

**Street 2****City**

BREMERTON

**State**

WA

**Zip/Postal Code**

98312

**Congressional District**

06

**Country**

USA

**Certification**

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

**I confirm this is the correct entity.**

**Signer Name**

Joseph Sexton

**Certification Date / Time**

08/29/2023 03:26 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal

name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

### Proposal Abstract



The city of Bremerton, Washington will use JAG funds to maintain and develop crime prevention activities and initiatives for the City, its downtown city core and seven Council Districts..

### Proposal Narrative

	Name	Category	Created by	Application Number	Date Added	
	<a href="#">Proposal Narrative 2023.docx</a>	Proposal Narrative	Joseph Sexton	r —	08/29/2023	

### Budget and Associated Documentation

#### Budget Summary

#### Budget / Financial Attachments

#### Budget Worksheet and Budget Narrative



	Name	Category	Created by	Application	Date Added	
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Budget  
Worksheet and

Joseph Sexton

Application  
Number

Added

Budget  
Narrative

—

08/29/2



**Name**  
[Budget Detail  
Worksheet  
2023.xlsm](#)

**Category**  
Budget  
Worksheet and  
Budget  
Narrative  
(attachment)

**Created by**  
Joseph Sexton

**Applic  
ation  
Numbe  
r**

**Date  
Added**  
08/29/2  
023



### Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

### Financial Management Questionnaire (Including applicant disclosure of high-risk status)



**Name**  
[Financial  
Management  
Questionnaire  
2023.pdf](#)

**Category**  
Financial  
Management  
and System of  
Internal  
Controls  
Questionnaire  
(including  
applicant  
disclosure of  
high-risk  
status)

**Created by**  
Joseph Sexton

**Applic  
ation  
Numbe  
r**

**Date  
Added**  
08/29/2  
023



### Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

### Additional Attachments

No documents have been uploaded for Additional Attachments

### Budget and Associated Documentation

Year 1	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Construction	\$0.00
SubAwards	\$0.00
Procurement	\$0.00
Contracts	\$0.00
Other Costs	\$0.00
<b>Total</b>	<b>\$0.00</b>
Direct Costs	
Indirect Costs	\$0.00
<b>Total Project Costs</b>	<b>\$0.00</b>

**Total Project Cost Breakdown**

	Total	Percentage
Federal	\$0.00	0.00%

Funds

Match	\$0.00	0.00%
Amount Program	\$0.00	0.00%
Income		
Amount		



**Please note:** After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE \_\_\_\_\_ MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?

**Additional Application Components**

**Research and Evaluation Independence and Integrity Statement**

	Name	Category	Created by	Application Number	Date Added	
	<a href="#">Research And Evaluation Statement 2023.docx</a>	Research and Evaluation Independence and Integrity Statement	Joseph Sexton	—	08/29/2023	

**Additional Attachments**

No documents have been uploaded for Additional Attachments

### Disclosures and Assurances

#### Disclosure of Lobbying Activities

	Name	Category	Created by	Application Number
	<a href="#">Form SFLLL 2 0-V2.0.pdf</a>	LobbyingActivitiesDisclosure	—	—

#### Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

#### DOJ Certified Standard Assurances \*

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

### CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and

govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law-- including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

**SignerID**

joseph.sexton@ci.bremerton.wa.us

**Signing Date / Time**

8/29/23 3:23 PM

## **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing**



### **U.S. DEPARTMENT OF JUSTICE**

#### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING**

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**



A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

##### 5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO> .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

#### 6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge \*

**SignerID**

joseph.sexton@ci.bremerton.wa.us

**Signing Date / Time**

8/29/23 3:23 PM

**Other Disclosures and Assurances**

**Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

No documents have been uploaded for Other Disclosures and Assurances

**Declaration and Certification to the U.S. Department of Justice as to this Application Submission**

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification

Certification.

- 2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
  
- 3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge \*

Signed

**SignerID**

joseph.sexton@ci.bremerton.wa.us

**Signing Date / Time**

8/29/23 3:24 PM

**Other**



Other

Grant Package

Joseph Sexton

ation Added

[Areas Affected](#)

Number 08/29/2023

Certified

## Proposal Narrative

Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds will allow the City of Bremerton to support activities designed to prevent crime based on local needs and conditions. JAG funds will be directed to the areas where they are needed most, preserving jobs, and crime prevention functions. The grant will partially fund a Community Resource Specialist; bringing stability to a position that directly contributes to crime reduction and community policing services.

The Department continually looks at systems and processes that help reduce calls for service and direct resources to problem areas. This sends the message to criminals that any crime, no matter how small, will not be tolerated.

One of the most successful crime prevention programs administered by the Community Resource Specialist is the Landlord Notification Program which notifies owners when criminal activity takes place at one of their rental properties. Previously, many landlords complained they were unaware of criminal activity taking place at their rentals until it was too late. The program was initiated in March 2008 with 11 participating landlords representing 1,348 addresses. Currently, there are over 1,500 landlords representing over 13,000 addresses. Since the Program's inception, the Community Resource Specialist has sent over 50,000 notifications to the landlords participating in the Program. The landlord notifications represent a successful crime prevention effort and result in an increased quality of life for the residents of the afflicted neighborhoods, by decreasing the number of police calls for service at problem properties. This program represents a growing community partnership with the local and state landlord associations. The Community Resource Specialist works closely with the landlords and property managers on issues at their properties. This focused policing approach has made a big difference, and we continue to receive calls from other police agencies across the United States wanting to learn more about our Landlord Notification Program.

The City of Bremerton, like many other communities, has many vacant properties which have been foreclosed, are pending foreclosure, or are subject to foreclosure, and these properties can have an adverse impact on the vitality and livability of the areas in which they are located. Many of these vacant properties have become targets of vandalism, burglary, and trespass. The Community Resource Specialist works with the Police Department's Patrol Division and the City's Code Enforcement Division to work with lenders, and third-party trustees to resolve issues at these properties, but it is often times a lengthy and difficult process. As a result, the City of Bremerton enacted an Abandoned Property Registration and Maintenance Ordinance, and due to the successes of the Landlord Notification Program mentioned above, the Ordinance requires local property manager information to be submitted to the Community Resource Specialist, so that issues will be identified and resolved in a timelier manner, thus taking away the opportunity for these properties to become crime targets. There have been 395 properties registered since the enactment of the Ordinance, and the Community Resource Specialist does periodic audits of all the properties to determine how many had been sold. These once abandoned homes are now occupied and the neighborhoods they are in are now safer and the problems associated with them when they were abandoned have gone away. We have had many successes thus far resulting in fewer calls for service to deal with the problems and issues at these vacant properties. We also

identify those abandoned properties that have not formally registered, and work to locate the responsible party (parties) and follow the same procedures to attempt and keep the property from becoming a crime target. We have started a similar program for vacant businesses and have seen successes here as once abandoned commercial properties are now being purchased and new businesses now occupy them.

The JAG grant funds will preserve the Community Resource Unit and will allow it to continue to perform vital core functions associated with Directed Policing in partnership with the Department's Patrol Division. The Community Resource Specialist works with our citizens and businesses on issues affecting them, and working with our Patrol Division we can conduct directed patrols, bicycle patrols, intelligence led policing, and "hot spot" patrols to deal with issues such as graffiti, vandalism, homeless encampments, traffic emphasis patrols, and other nuisance activities.

The Community Resource Specialist maintains working crime prevention relationships with citizens, businesses, property owners, landlords, housing agencies, social service agencies, schools, and other community groups through problem solving, presentations, education, and other crime prevention measures. The Community Resource Specialist answers and responds to many calls, electronic inquiries, and in-person visits daily from citizens, business owners, other law enforcement agencies, and elected officials requesting information, advice, crime prevention materials and/or information, and deals with concerns about problem residences, as well as working with our many landlords and property managers.

Another core function is the Neighborhood Watch Program that is administered and facilitated by the Community Resource Specialist. This program continues to be very successful, with very active and concerned Watch Groups across the City. The number of organized Watch Groups continues to grow and is a vital element of our crime prevention partnerships. We have added several apartment complexes to our Apartment Watch program, as well as a Marina Watch group. Our Watch Groups are very proactive, and we have a great working relationship with them. They truly make a difference in our neighborhoods and are a tremendous asset to our Department.

In July of 2015, the Bremerton Police Department's Bremerton Citizens Auxiliary Patrol (BCAP) became operational. The BCAP is a citizen volunteer branch of the Bremerton Police Department that patrols the city, its business districts, parks, and marinas by vehicle, foot patrol and bicycles and observes and reports suspicious activity, vandalism, graffiti, unsecured properties and other problems. BCAP members also conduct checks of abandoned properties and also conduct residential vacation checks. BCAP members also assist the Police Department at special events and community celebrations. The program is a vital component of the Department's overall community policing and crime prevention efforts. The BCAP is administered by the Community Resource Specialist, and in this role the Community Resource Specialist has responsibility for the design and approval of all forms, applications, manuals and training, as well as uniform, vehicle, and equipment selections. As applications for new BCAP members come in, background and driver's checks have to be conducted, training by BPD officers arranged, and indoctrination at the City's Human Resources Department has to be coordinated for each Volunteer. The Community Resource Specialist schedules the patrol



activities for the Volunteer patrols, conducts monthly meetings, training, maintains all files, time logs, and works closely with the Volunteer Coordinator on issues, concerns, and dissemination of information to our Volunteers. Their efforts have been recognized and appreciated by our citizens, business owners, City Council members, and members and Command Staff of our Department.

The Community Resource Specialist is also one of the Department's operators/analysts of the Department's crime analysis program. Analysis efforts with this program have a direct effect on our Directed Policing initiatives, as well as providing crime data, trends, and statistics to not only members of our Department, but also our citizens, and elected officials.

## **Budget Narrative**

Joseph P. Sexton is the Community Resource Specialist and will manage the project, complete reports and submit deliverables. He will spend 100% of his time on the project. The grant will partially fund the Community Resource Specialist position; a position that directly contributes to crime reduction and community policing services. Using funds provided through the JAG program will ensure continuation of the Community Resource Specialist function through 2023. Continuing and preserving the Community Resource Specialist position will allow the continuation of crime prevention and community partnership functions. These functions include: maintaining and growing enrollment in the Landlord Notification Program, a program that notifies landlords and property owners in a timely manner of police incidents that have occurred on their property / properties, working with existing Neighborhood and Apartment Watch groups, as well as setting up and forming new Watch Groups throughout the City, monitoring the Abandoned Property Ordinance; a program to monitor abandoned properties and prevent them from becoming targets of criminal activity, oversight and management of the Department's Citizen Volunteer Program, crime analysis activities for Department members and our citizens, as well as traditional crime prevention resources, activities, and presentations. Other functions include responding to many phone calls, electronic inquiries, and in-person visits daily from citizens, business owners, other law enforcement agencies, and elected officials requesting information, advice, crime prevention materials and/or information. The costs do not constitute the supplanting of funds.

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

[\(DOJ Financial Guide, Section 3.10\)](#)

## A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation					Federal Request	
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost		Non-Federal Contribution
Joseph P. Sexton	Community Resource Specialist	\$85,404.80	yearly	1	100%	\$85,405	\$68,165	\$17,240
				<b>Total(s)</b>		<b>\$85,405</b>	<b>\$68,165</b>	<b>\$17,240</b>

## Narrative

Joseph P. Sexton is the Community Resource Specialist and will manage the project, complete reports and submit deliverables. He will spend 100% of his time on the project. The grant will partially fund the Community Resource Specialist position, a position that directly contributes to crime reduction and community policing services. Using funds provided through the JAG program will ensure continuation of the Community Resource Specialist function through 2023. Continuum and preserving the Community Resource Specialist position will allow the continuation of crime prevention and community partnership functions. These functions include: maintaining and growing enrollment in the Landlord Notification Program; a program that notifies landlords and property owners in a timely manner of police incidents that have occurred on their property / properties, working with existing Neighborhood and Apartment Watch groups, as well as setting up and forming new Watch Groups throughout the City, monitoring the Abandoned Property Ordinance; a program to monitor abandoned properties and prevent them from becoming targets of criminal activity, oversight and management of the Department's Citizen Volunteer Program, crime analysis activities for Department members and our citizens, as well as traditional crime prevention resources, activities, and presentations. Other functions include responding to many phone calls, electronic inquiries, and in-person visits daily from citizens, business owners, other law enforcement agencies, and elected officials requesting information, advice, crime prevention materials and or information. The costs do not constitute the supplanting of funds.

<b>B. Fringe Benefits</b>		<b>Computation</b>				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
<b>Name</b>	<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
Joseph P. Sexton	\$85,404.80	45.00%	\$38,433	\$38,433	\$0	
<b>Narrative</b>		<b>Total(s)</b>		<b>\$38,433</b>	<b>\$0</b>	

Budget Summary

**Budget Summary**

*Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.*

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$17,240	\$68,165	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,405
B. Fringe Benefits	\$0	\$38,433	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,433
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$17,240	\$106,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,838
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$17,240	\$106,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,838

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No



**Background**

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **City of Bremerton**  
 Street1: **345 6th Street**  
 Street2: **Suite 100**  
 City: **Bremerton**  
 State: **Washington**  
 Zip Code: **98337**

2. Authorized Representative's Name and Title:

Prefix: [ ] First Name: **Michael** Middle Name: **Anthony**  
 Last Name: **Riley** Suffix: **Jr**  
 Title: **Director of Financial Services**

3. Phone: **3604735303** 4. Fax: [ ]

5. Email: **mike.riley@ci.bremerton.wa.us**

6. Year Established: <b>1901</b>	7. Employer Identification Number (EIN): <b>916001231</b>	8. Unique Entity Identifier (UEI) Number: <b>HV84RG6NYNG4</b>
-------------------------------------	--	--

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?  Yes  No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



**AUDIT INFORMATION**

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes  No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes  No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued:  Within the last 12 months  Within the last 2 years  Over 2 years ago  N/A

Name of Audit Agency/Firm: **Washington State Auditor's Office**

**AUDITOR'S OPINION**

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **1**

Enter the dollar amount of questioned costs (if none, enter "\$0"): **0**

Were material weaknesses noted in the report or opinion?  Yes  No

13. Which of the following best describes the applicant entity's accounting system:

- Manual
- Automated
- Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes  No  Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes  No  Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes  No  Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

**PROPERTY STANDARDS AND PROCUREMENT STANDARDS**

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system ( <a href="http://www.sam.gov">www.sam.gov</a> ) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

**TRAVEL POLICY**

24. Does the applicant entity: (a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--

**SUBRECIPIENT MANAGEMENT AND MONITORING**

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
--	--





<p>26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>
<p>27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>

**DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES**

<p>28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)</p> <p>If "Yes", provide the following:</p> <p>(a) Name(s) of the federal awarding agency: [REDACTED]</p> <p>(b) Date(s) the agency notified the applicant entity of the "high risk" designation: [REDACTED]</p> <p>(c) Contact information for the "high risk" point of contact at the federal agency: Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]</p> <p>(d) Reason for "high risk" status, as set out by the federal agency: [REDACTED]</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
---	--

**CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY**

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: **Michael Riley** Date: **08/22/2023**

Title:  Executive Director  Chief Financial Officer  Chairman  
 Other: [REDACTED]

Phone: **360-473-5303**

**Research And Evaluation Independence And Integrity**

This application does not propose research and / or evaluation.

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> _____	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> City of Bremerton		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 91-6001231	<b>* c. UEI:</b> HV84RG6NYNG4	
<b>d. Address:</b>		
<b>* Street1:</b> 345 6th Street	_____	
<b>Street2:</b> Suite 600	_____	
<b>* City:</b> Bremerton	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b> WA: Washington	_____	
<b>Province:</b>	_____	
<b>* Country:</b> USA: UNITED STATES	_____	
<b>* Zip / Postal Code:</b> 98337-1812	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Bremerton Police Department	<b>Division Name:</b> _____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> Joseph	_____
<b>Middle Name:</b>	_____	
<b>* Last Name:</b> Sexton	_____	
<b>Suffix:</b>	_____	
<b>Title:</b> Community Resource Specialist		
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b> 360-473-5231	<b>Fax Number:</b> _____	
<b>* Email:</b> joseph.sexton@ci.bremerton.wa.us		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

**\* 12. Funding Opportunity Number:**

O-BJA-2023-171790

\* Title:

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**13. Competition Identification Number:**

C-BJA-2023-00105-PROD

Title:

Category 2-Applicants with eligible allocation amounts of \$25,000 or more

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Areas Affected By Project 2023.docx

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Sustain the Community Resource Unit and its crime prevention functions.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="17,240.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="17,240.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Areas Affected By Project**

The City of Bremerton, Washington, its downtown city core, and seven (7) Council Districts.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="City of Bremerton"/> * Street 1: <input type="text" value="345 6th Street Suite #600"/> Street 2: <input type="text"/> * City: <input type="text" value="Bremerton"/> State: <input type="text" value="WA: Washington"/> Zip: <input type="text" value="98337"/> Congressional District, if known: <input type="text" value="WA-006"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <div style="border: 1px solid black; height: 100px;"></div>		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Bremerton Police Department"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Edward Byrne Memorial Justice Assistance Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.738"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text" value="17,240.00"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Joseph"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Sexton"/> Suffix <input type="text"/> Title: <input type="text" value="Community Resource Specialist"/> Telephone No.: <input type="text" value="360-473-5231"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A2**

**SUBJECT:**

Agreement with Air Management Solutions, LLC for the Oyster Bay HVAC Replacement Project

Study Session Date: September 27, 2023  
COUNCIL MEETING Date: October 4, 2023  
Department: PW & Utilities  
Presenter: Chris Mottner  
Phone: (360) 473-2316

**SUMMARY:**

The City advertised to replace HVAC units #1 and #2 and associated system components at the Public Works & Utilities Building administration section on 08/22/23. Two bids were received. Low bid was from Air Management Solutions, LLC of Bremerton, WA. The Department requests approval of the bid award to Air Management Solutions, LLC in the bid amount of \$113,709.96

**ATTACHMENTS:**

- 1) Bid Proposal from Air Management Solutions, LLC
- 2) Agreement
- 3) Bid Tabulation Form

**FISCAL IMPACTS (Include Budgeted Amount):**

Bid amount is \$113,709.96 including WA State Sales Tax. This project is included in the 2023 Water Capital Improvement Fund.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:** Move to award the contract with Air Management Solutions, LLC for the Oyster Bay HVAC Replacement Project; 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



# BID FORMS

## BID PROPOSAL

For lump sum project

### Oyster Bay HVAC Replacement Project

**Form Instructions:** List the bid amount in dollars and cents in numerals. Low bid shall be based on TOTAL BID AMOUNT.

**NOTE 1:** Tax Rule 170 applies to this project. DO NOT INCLUDE SALES TAX IN BID ITEM 1: LUMP SUM BID AMOUNT.

**NOTE 2:** Bid Item 2 'Force Account for Minor Changes' is included in the contract for payment of authorized work changes. Payment from this bid item is permitted only when authorized in writing by the Owner.

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This lump sum bid amount shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Washington Division of Industrial Safety and Health Act (WISHA), and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefore shall be included in the prices named in the Bid Proposal for the various appurtenant items of work.

Bid Item 1: LUMP SUM BID AMOUNT (w/o sales tax): \$ 99,130.<sup>00</sup>

Bid Item 2: FORCE ACCOUNT FOR MINOR CHANGES: \$ 5,000.00

SUBTOTAL (Sum of Bid Item 1 and Bid Item 2): \$ 104,130.<sup>00</sup>

SALES TAX (9.2% OF SUBTOTAL) \$ 9,579.96

**TOTAL BID AMOUNT (Sum of SUBTOTAL and SALES TAX)**

\$ 113,709.96

## AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Air Management Solutions, LLC ("Contractor"), whose mailing address is 5822 West Werner Road, Bremerton WA 98312.

The parties agree as follows:

1. **CONTRACTOR SERVICES.** The Contractor shall perform the services for the City as described in the contract documents titled 'Oyster Bay HVAC Replacement Project'. To include, but not be limited to removal of old HVAC Heat Pumps #1 and #2, removal of old Air Handler Units #1 and #2 and installation of contractor provided new Mitsubishi Outdoor VRF Heat Pump Systems (2) and new Mitsubishi Indoor Air Handler Units, for full heating and cooling capabilities, as well as duct demolition, duct modifications, electrical connections and disconnects, disposal of old HVAC units and associated equipment, and all other required work for a new and complete and fully functioning HVAC system to serve the Public Works Building, Administration section at 100 Oyster Bay Avenue N. Work to include air balance, adjustments, start-up testing, operational training, plumbing, electrical and controls as specified and all other associated work as described in the mechanical scope of work, design build construction documents.

2. **TIME OF COMPLETION and LIQUIDATED DAMAGES.** Contractor shall complete the work within **60 calendar days** from the date of issuance of the City's Notice to Proceed. CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of \$500 per calendar day after 60 calendar days until the date of Substantial Completion.

3. **COMPENSATION.** The City shall pay the Contractor not to exceed the total amount of \$ 113,709.96, which includes any applicable Washington State Sales Tax, for the work and services contemplated for The Oyster Bay Public Works & Utilities Building 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.
- C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor 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 Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due to the Contractor.

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 as its expense, 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 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. Payment for Changes. 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.

**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 of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, sub-consultants or sub-contractors.

Before beginning 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 \$1,000,000 combined single limit per occurrence and \$2,000,000 general 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; explosion, collapse and underground (XCU);
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and
- D. Workers Compensation insurance as statutorily required by the Industrial 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 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 Contractor'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 Contractor 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: It is the policy of the City of Bremerton to offer equal employment opportunity to all individuals. The City of Bremerton will administer all actions with respect to employment practices in compliance with federal, state and local laws, and will 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. Non-waiver 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 construed 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 noted. 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 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.

- N. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

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

CONTRACTOR

THE CITY OF BREMERTON

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_

Print Name: Greg Wheeler  
Title: Mayor  
DATE: \_\_\_\_\_

**Notices to be sent to:**

**Notices to be sent to:**

CONTRACTOR:

CITY OF BREMERTON:

Chris Stimmel AMS  
5822 W. Werner Rd.  
Bremerton, WA 98312  
(360) 479-6500

Chris Mottner  
100 Oyster Bay Avenue N.  
Bremerton, WA 98312  
(360) 473-2316  
(360) 473-5360 (facsimile)

APPROVED AS TO FORM:

\_\_\_\_\_  
Kylie J. Finnell  
Bremerton City Attorney

ATTEST:

\_\_\_\_\_  
Angela Hoover, City Clerk





**CITY OF BREMERTON  
 BID TABULATION SHEET**

Date Recorded: 09/14/23  
 Project Name: Oyster Bay HVAC Replacement Project #4579  
 Supply, construction and installation of new Heat Pumps (2) and Air Handlers (2) equipment to replace aged HVAC units #1 and #2 at the PWC - 100 Oyster Bay  
 Project Description: Avenue N. Public Works Administration section.

No.	Bidder Name	Bidder Address	Bid Bond (Yes or No)	Bid Subtotal Amount	Sales Tax 9.2%	Total Bid Amount
1	CAPITAL HEATING	PO BOX 3887 VEY WA	YES	\$ 108,420.00	9,974.84	\$ 118,394.64
2	AMS	5822 WENNER AV, BUCKINGHAM WA	YES	\$ 104,130.00	9,579.96	\$ 113,709.96
3				\$		\$
4				\$		\$
5				\$		\$
6				\$		\$
7				\$		\$
8				\$		\$
9				\$		\$
10				\$		\$

Apparent Low Bidder: AMS \$ 113,709.96  
 Second Low Bidder: CAPITAL HEATING \$ 118,394.64  
 Third Low Bidder: N/A \$ -  
 Engineer's Estimate: \$ 110,000.00

Bids Received By Date: 09/13/2023  
 Time: 10:00 AM  
 Sealed Bids Opened By: M. DONLIVER DOT  
 Bids Recorded By: C. MORRIS  
WITNESSED BY: M. KUMBEFETEN

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A3**

**SUBJECT:**

Contract Modification Agreement No. 2 with  
SCJ Alliance for Construction Management  
Services on the E. 11<sup>th</sup> Street & Perry  
Avenue Reconstruction Project

Study Session Date: September 27, 2023  
COUNCIL MEETING Date: October 4, 2023  
Department: PWU Engineering  
Presenter: Vicki Grover  
Phone: (360) 473-2317

**SUMMARY:**

The original contract with SCJ Alliance was executed on September 9, 2022, in the amount of \$ 719,312.22 for Construction Management Services for the East 11th Street & Perry Avenue Reconstruction Project. Contract Modification (CM) #1 was executed on July 6, 2023, in the amount of \$ 56,569.27 for additional effort due to project delays. This was for additional working days to match the additional working days granted to the contractor.

This Contract Modification (CM) #2 in the amount of \$90,803.30 will accomplish two additional tasks for the city. Task one is to have SCJ inspect and document the additional paving we will do on Perry Avenue between East 11<sup>th</sup> Street and East 10<sup>th</sup> Street. This work is in addition to the original project scope of work. Task two is for SCJ to assist the city in the close out documentation of the project.

**ATTACHMENTS:** Contract Modification #2

**FISCAL IMPACTS (Include Budgeted Amount):** This project is in the Transportation Capital Fund; no budget adjustment is required for Contract Modification #02.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve Contract Modification #02 with SCJ Alliance for Construction Management Services on the E. 11th & Perry Ave Reconstruction Project; 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

**CONTRACT MODIFICATION AGREEMENT NO. 02  
to CITY CONTRACT # 6433  
BETWEEN THE CITY OF BREMERTON AND SCJ ALLIANCE**

**PROJECT Construction Management Services for the East 11<sup>th</sup> & Perry Avenue Reconstruction**

**CONSULTANT SCJ Alliance**

**DATE September 11, 2023**

**THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE PROFESSIONAL SERVICES AGREEMENT (the "Contract") entered into between the City of Bremerton and SCJ Alliance on September 9, 2022 and as modified on July 6, 2023 on Contract Modification #01.**

All provisions in the Contract shall remain in full force and effect except as expressly modified by this document.

For valuable consideration and by mutual consent of the parties, the modifications to the Contract are as follows:

**I.**

Section I. Scope, is modified as follows:  
**See Amended Scope of Work attached as Exhibit A.**

Section II. Term, is modified as follows:  
The Consultant shall complete the work described in this Contract Modification Agreement by **June 30, 2024.**

Section III. Compensation, is modified as follows:  
The original contract amount was **\$ 719,312.22.** The current contract amount, including all previous amendments is **\$ 775,881.49** The City shall pay the Consultant for the additional work described above, based on time and materials, an amount not to exceed **\$ 90,803.30** for a total amended contract amount of **\$ 866,684.79**, including this Contract Modification.

**II.**


**Consultant accepts all requirements of this Contract Modification by endorsing below. Consultant further agrees that this Contract Modification constitutes full and final settlement of all of the Consultant'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 Contract Modification, claims related to on-site or home office overhead, or lost profits. This Contract Modification does not limit the City's right to bring a claim for past performance.**

The undersigned consultant approves the foregoing Contract Modification 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 Contract Modification.

This document will become a supplement of the contract and all provisions will apply hereto. It is understood that this Contract Modification 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 contract modification that is binding on the parties of this contract. In addition, Consultant 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, the parties have executed this Contract Modification on the day and year first written above.

City Engineer / Public Works Director approved to process Ned Lever  (Initials and Date)

**SCJ ALLIANCE**

By: \_\_\_\_\_  
Print Name: Scott Sawyer  
Its: Principal  
Date: \_\_\_\_\_

**THE CITY OF BREMERTON**

By: \_\_\_\_\_  
Print Name: Greg Wheeler  
Its: Mayor  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
KYLIE J. FINNELL, Bremerton City Attorney

By: \_\_\_\_\_  
ANGELA HOOVER, City Clerk

**NOTICES TO BE SENT TO:**

Attn: Daniel Clark  
SCJ Alliance  
8730 Tallon Lane NE, Suite 200  
Lacey, WA 98516

**NOTICES TO BE SENT TO:**

Attn: Vicki Grover  
City of Bremerton Engineering  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337



Construction Management Services  
Contract Modification Agreement No. 02  
East 11th Street & Perry Avenue Complete Streets Project

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**Prepared For:** City of Bremerton, Vicki Grover, Project Manager

**Prepared By:** Daniel Clark, Construction Management Manager

**Date Prepared:** September 08, 2023

## I. INTRODUCTION

This Contract Modification is being submitted as requested by City of Bremerton to compensate SCJ Alliance for additional time and compensation for two separate issues. These issues are broken out in two parts below:

- Issue #01 - To assist the City and contractor to achieve project completion after Physical Completion has been achieved. SCJ's original contract is based on a project duration of 210 contract days to reach Physical Completion plus 10 days of startup with no provisions for close-out of the project after Physical Completion is achieved. This contract modification will be an extension for the resident engineer for an estimated additional 60 Working Days, 360 hours, 6 hours a day to work with the City and Contractor to achieve project completion. SCJ is requesting an additional sixty working days which will require an additional \$77,330.62.
- Issue #02 – During the course of the project the City of Bremerton issued a change order to the Contractor to add five working days to pave Perry Avenue between 10<sup>th</sup> Street and 11<sup>th</sup> Street. By extending the Contractor's duration SCJ must realize a contract extension as well to compensate for this added time. SCJ is submitting the Five Working Days will require an additional \$13,472.68.

### General Assumptions:

- ◆ SCJ's original level of service and fee is based on project duration of 210 working days to reach Physical Completion and two weeks (10 days) startup. Contract Modification No. 01 added 11 Working Days for site changes for a total of 221 Working Days.
  - ◆ This Contract Modification No. 02 will add 60 working days for the resident engineer, inspector and office engineer to assist the City and Contractor with achieving project completion, after Physical Completion has been issued and the additional 5 days for additional paving. This will bring SCJ's total working days up to 286 Working Days.
- ◆ The proposed project team will include part-time resident engineer, part-time documentation specialist, full-time inspector. Team also includes sub-consultants to provide services for materials testing and public outreach.
  - ◆ Added time for part-time resident engineer, inspector, and office engineer.

- ◆ SCJ will use the Record of Materials (ROM) developed by the city. This scope of services provides the administration of the ROM and the scheduling of required materials testing.
  - ◆ No effect to this activity.
  
- ◆ The City will review and execute insurance documents, bonds, payments to the contractor and the Construction Contract.
  - ◆ No effect to this activity.

## II. SCOPE OF WORK

### Phase 1 Project Management

Provide overall project management, coordination with the city, progress reporting, and invoicing.

- ◆ Added time of 65 Working Days adds approximately 3 months or 3 invoices to Project Management scope which is included in the resident engineer hours.

### Phase 2 Construction Inspection

The Consultant will provide one inspector during construction activities and other tasks to monitor the progress of the work. The Inspector will prepare the daily inspection reports and working days reporting on a weekly basis.

- ◆ Additional time to inspect 5 Working Days granted to Contractor.

### Phase 3 Construction Administration

- ◆ Added time of 65 Working Days adds approximately 3 months or 3 invoices to this scope which is included in the resident engineer hours.

### Phase 4 Material Testing - Subconsultant

- ◆ No effect to this Phase

### Phase 5 Public Outreach - Subconsultant

- ◆ No effect to this Phase

### Phase 98 Management Reserve Fund

The Management Reserve shall be used only upon written authorization from City project manager. This reserve shall only be used when original contract funds have been depleted and circumstances beyond the Consultant's control have extended contract time or the original scope of work has changed. The fee for Management Reserve has been set at \$20,000.00.

- ◆ No effect to this Phase

### Phase 99 Expenses

Expenses include items such as mileage, plan reproduction, copies, etc.

- ◆ No effect to this Phase

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A4**

**SUBJECT:**

Professional Services Agreement with  
Parametrix, Inc. for the 2024 Transportation  
Comprehensive Plan & Non-Motorized Plan  
Updates

Study Session Date: September 27, 2023  
COUNCIL MEETING Date: October 4, 2023  
Department: Engineering  
Presenter: Vicki Grover  
Phone: (360) 473-2317

**SUMMARY:** Staff have negotiated with Parametrix and two sub-consultants (a public outreach firm and a transportation modeling company) to assist with the 2024 updates to the Transportation Element of the Comprehensive Plan and associated Non-Motorized Transportation plan. Together, these plans establish the vision for future improvements to transportation facilities in the City, and outline resources needed to implement the vision.

**ATTACHMENTS:** 1. Proposed Agreement  
2. Consultant's Scope of Work and Cost Estimate

**FISCAL IMPACTS (Include Budgeted Amount):** This project is included in the Transportation Capital Projects fund.

**STUDY SESSION AGENDA:**  Limited Presentation  Full Presentation

**STUDY SESSION ACTION:**  Consent Agenda  General Business  Public Hearing

**RECOMMENDED MOTION:**

Move to authorize the Professional Services Agreement with Parametrix, Inc. for the Transportation Element of the Comprehensive Plan; 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

**PROFESSIONAL SERVICES AGREEMENT**  
**2024 Transportation Comprehensive Plan and Non-Motorized Plan Update**

The City of Bremerton (“City”) and Parametrix, Inc. (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 2023, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

**II. Term:** The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for by December 31, 2024; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$ 528,851.60. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

The Consultant 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 the Scope of Work and/or Fee Schedule. 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 in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit B.

Consultant 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. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit B.

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 Consultant of its obligations under this Agreement.



**IV. Relationship of Parties:** Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

As an independent Consultant, Consultant is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Consultant or its personnel.

As an independent Consultant, Consultant is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Consultant.

**V. Indemnification:**

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

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

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

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general 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; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **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 Consultant.

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 shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an 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 and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Consultant'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 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 6<sup>th</sup> 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.

In the event that the Consultant employs other consultants or contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-contractor meets the minimum insurance requirements specified above. The Consultant 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.

## **VII. General Conditions:**

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

B. Ownership and Use of Records and Documents: Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Consultant under this Agreement may be stored at Consultant's office in Seattle, Washington. Consultant shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service

with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

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

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant 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. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Seattle, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

F. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

G. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

I. 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: Vicki Grover  
City of Bremerton  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891

Notices to be sent to:

CONSULTANT  
Attn: Michael Horntvedt  
Parametrix, Inc.  
719 2<sup>nd</sup> Avenue, Suite 200  
Seattle, WA 98104

J. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

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

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

M. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

N. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

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

**VIII. 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.

**IX. 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.

**X. Termination:** This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the City shall pay for all services performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Consultant was contracted to perform shall be without liability or legal exposure to the Consultant.

**XI. Suspension & Debarment.** For contracts involving Federal funding, Consultant 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 Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant 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.

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

CITY:

CONSULTANT:

CITY OF BREMERTON

PARAMETRIX, Inc.

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

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CITY OF BREMERTON  
TRANSPORTATION ELEMENT AND ACTIVE TRANSPORTATION  
PLAN  
SCOPE OF WORK



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## INTRODUCTION

The purpose of this scope of work is to provide transportation planning and related services to the City of Bremerton (City) to update the Transportation Element and Active Transportation Plan (formerly the Non-motorized Plan) for inclusion with the City's 2024 Comprehensive Plan update.

### Project Background

As part of the City of Bremerton's 2024 Comprehensive Plan Update, the Transportation Element, and Active Transportation Plan must also be updated to reflect the revised vision for the future of Bremerton. New transportation facilities and improvements may be needed to support future development, maintain concurrency with City standards, and achieve the City's vision as a thriving city with multimodal access. The location and type of future transportation investments must align with the City's philosophy for a balanced, fully-integrated multimodal transportation system necessary to maintain concurrency and sufficient revenue to implement necessary improvements.

### General Assumptions:

- This contract will have a 16-month duration that will begin immediately after council approval and terminate December 31, 2024.
- City staff will have 10 working days to review deliverables unless otherwise noted in the schedule or by agreement with the City Project Manager.
- All final electronic files will be submitted at the end of the contract or upon request from the City.
- City staff will be responsible for requesting review from department staff within the City and for collecting comments.
- All City comments will be consolidated, and any internal conflicts in comments will be resolved prior to submitting to Parametrix (Consultant) to address.
- Meetings will be virtual using Teams or Zoom unless otherwise noted in the scope.
- The Consultant will submit electronic copies of all deliverables and supporting analyses at the end of the project.
- One hard copy of all final deliverables will be submitted to the City of Bremerton.

## TASK 01 – PROJECT MANAGEMENT

### Objectives

The objective of this task is to provide overall project management of the Consultant contract.

The Consultant will:

- Develop a Project Management Plan (PMP) that, at a minimum, will include:
  - Initial project schedule and monthly updates.
  - Project budget.
  - Work breakdown structure.
  - Organization chart.

- Lead bi-weekly Project Management Team (PMT) meetings: The City and Consultant Project Managers will meet bi-weekly to review the status of work in progress and deliverables, schedule, budget, and risk items. Meetings will also include discussions of technical topics or review of draft deliverables as applicable. The Consultant will draft the meeting agenda and notes.
- Track the project budget to verify that progress is keeping pace with spending.
- Monitor subconsultant work for adherence to the scope, schedule, budget, and quality of deliverables.
- Prepare a monthly progress report and invoice for Consultant services in a format approved by the City.
- Facilitate a project kickoff meeting that includes City and Consultant team members. The purpose of the meeting will be to review study goals, objectives, scope, and schedule. Discussion items will include:
  - Milestones and timeline for deliverables.
  - Roles and responsibilities and communication protocol.
  - Data sources/data needs delivery.
  - Key deliverables.
- Maintain all project files on an online project site, such as SharePoint or Teams, that is hosted by the Consultant. Materials shall be hosted on this site and made available to all project team members. Access to this service will be limited to project team members and outside agencies as determined acceptable by the City.

### Deliverables

Deliverables for this task include:

- Project Management Plan.
- Meeting agendas and notes.
- Monthly progress reports and invoices.

### Assumptions

Assumptions for this task include:

- Project duration is 16 months and includes 30 bi-weekly PMT meetings.
- Bi-weekly PMT meetings are 30 minutes in duration.
- Kickoff meeting will be up to 1 hour in duration and will be attended by up to six Consultant team staff.

## TASK 02 – INTERNAL AND EXTERNAL COMMUNITY OUTREACH

### Objectives

The objective of this task is to support the City in community outreach efforts associated with the Transportation Element and Active Transportation Plan updates and communications with the Planning Commission and City Council.

## Assumptions

Assumptions for this task include:

- City will host and manage the project website; Consultant will prepare content and provide project materials to include on the website.
- Consultant will provide monthly website content updates (or as needed) and up to three (3) infographics for the project website.
- The team will conduct up to two rounds of review for all materials.
- All web-based material for public review will be 508 compliant.
- Consultant will provide a survey link for City to post on project website. The paper survey will not be mailed but will be distributed at events and by community-based organizations.
- City will print and distribute all paper copies of materials.
- City to host the two virtual open house meetings using Zoom Video Webinar. Consultant will provide content.
- Virtual open house meetings will be accessible for people who use American Sign Language (ASL) and languages other than English.
- Consultant will participate in one study session and public hearing with the City Council. One Consultant staff member will be in attendance at the hearing. Consultant will participate in up to two public works committee meetings (Complete Street and ADA) with up to two Consultants.
- City will coordinate and pay for any interpretation for any event including ASL interpretation.
- Consultant will develop all virtual open house materials in English, Spanish, and Tagalog.
- One Consultant staff member will support the City and attend up to four Planning Commission (or department) Briefings.

## Subtask 02-01 – Public Participation Plan

The Consultant will review and support the Department of Community Development (DCD) public participation plan (PPP). The Consultant will confirm that the Transportation Element and Active Transportation Plan process is included in the DCD PPP.

## Deliverables

Deliverables for this task include:

- Consultant will review and provide a summary of comments on DCD's PPP.

## Subtask 02-02 – Virtual Citywide Open House Meeting

Virtual public involvement has emerged to augment community outreach practices as it enhances and broadens the reach of public engagement efforts by making participation more convenient, affordable, and enjoyable for greater numbers of people.

The Consultant will plan and create content for two virtual open house meetings (hosted by the City on its Zoom Webinar Platform) to allow for public comment on analysis of growth strategies and draft plan. The open house

will be a website that visitors can walk through, plus a narrated PowerPoint presentation, to offer virtual comments during a 3-week period.

The first open house will be used to outline the Transportation Master Plan and Active Transportation Plan update approach, provide a high-level schedule, identify how the public can provide input, summarize findings from the Public Survey, and describe how public input will be considered through the process. The second open house will take place after the team has developed a set of needs and range of solutions that could address the needs. During this second open house, the team will provide a cross-walk from the public input, technical data evaluations, and possible solutions. Public input will be gathered and assessed for any updates to the draft plans.

See Subtask 02-07 for details on the survey that will be incorporated into the open house. Consultant will incorporate survey findings into the open house content and design questions/input opportunities to further inform the 2024 Comprehensive Plan and fill any gaps in information. Tasks associated with this effort include:

- Consultant and the City meeting to determine what information is needed from the open house and what is most important to share with the public for meaningful engagement in the 2024 Comprehensive Plan.
- Draft an open house event plan with clear roles and responsibilities for Consultant and the City.
- Create a PowerPoint (PPT) template and open house content; support the City to record a narrated PPT to post online or record during the live open house. Coordinate with the City on a Spanish translation of the PPT and the open house website.
- Work with the City to create a comment portal and a reporting database.
- Summarize the comments and report how they will be used in the 2024 Comprehensive Plan. Post a brief summary and feedback loop on the website. Incorporate the feedback loop message into the response to comments.
- Coordinate response to comments.

### Deliverables

Deliverables for this task include:

- One (1) event plan with agenda and discussion guide.
- One (1) PowerPoint slide deck.
- One (1) event summary.
- One (1) comment summary, comments and themes, comment database.
- Coordination of response to comments.

### Subtask 02-03 – Outreach Materials and Messages

Draft content and graphics for City's 2024 Comprehensive Plan Project Website. Consultant will use the City's template and add-in features. The Consultant will coordinate with City staff to complement other materials developed and shared by the 2024 Comprehensive Plan engagement effort.

- Up to three (3) infographics to explain the 2024 Comprehensive Plan will be used on the website.
- Up to two (2) written stories to be shared in the City Newsletter and Email Listserv.
- One (1) 2024 Comprehensive Plan Fact Sheet that the City can translate into English, Spanish, and Tagalog, and use to introduce the 2024 Comprehensive Plan update project.

## Social Media

Up to three (3) unique social media posts to promote the Transportation Element and Active Transportation Plan update, the virtual open house, and council hearing – each posted on the City’s online media (three posts, posted three times each for a total of nine posts). The Consultant will provide the City with a PDF flyer that can be posted to the web page. City staff will post the PDF to its site.

- City website.
- Facebook.

City’s email list and social media platforms.

## Deliverables:

Deliverables for this task include:

- Final infographics.
- Final written stories.
- Final fact sheet.

## Subtask 02-04 – Briefings

Consultant will support City staff to keep Planning Commission and other city agencies/departments engaged and updated on the Transportation Element and Active Transportation Plan updates. These briefing decks can be easily modified for briefings of neighborhood and other community-based organizations.

- One (1) Foundation PowerPoint briefing slide deck.
- Up to four (4) updated PowerPoint briefing slide decks.

## Subtask 02-05 – Public Meetings

Plan and participate in City Council Study Session and Public Hearing to allow for public comment on draft updates to Transportation Element and Active Transportation Plan.

- Consultant to develop slides for study session and participate in presenting material to council staff during the study session. Consultant will take notes for discussion with the City staff to determine next steps for the public hearing.
- Consultant to update slides, meeting materials, and will present project at City Council meeting. Consultant will review hearing notes as taken by Council staff.
- Consultant to review meeting video and develop a memorandum summarizing comments.
- Consolidate comments with overall project public comment database.
- Coordination of response to comments.
- Participate in up to two (2) Public Works committee meetings.
- Consultant to provide slides, meeting materials, and review notes as taken by Public Works staff.

## Deliverables

Deliverables for this task include:

- Final public hearing presentation.
- Final Public Works meeting materials.
- Final response to comments from public hearing.

## Subtask 02-06 – Community Engagement Report

Document public comments, comment responses, and overall outreach for the Transportation Element and Active Transportation Plan in a Community Engagement Report to include in the Transportation Element appendix.

## Deliverables

Deliverables for this task include:

- Draft Community Engagement Report for City Comment.
- Final Community Engagement Report for City Comment.

## Subtask 02-07 – Public Survey

### Survey Design

The Consultant will design a survey instrument. Consultant will design recruitment materials that work for channels identified in the recruitment plan; i.e., a cover letter for a household mailing and/or a flyer or social media post for outreach. Consultant will perform data cleaning and statistical analysis suitable to the data collected. Consultant will summarize survey results in a brief report. In addition to summarizing responses to survey questions with accessible data visualizations, the report will include key findings and recommendations. Consultant will close out the project with a meeting with Consultant and the City to review project successes, challenges, lessons learned, and recommendations for future research into this topic.

### Implement Survey

Consultant will conduct an online survey with City of Bremerton residents about behaviors, attitudes, barriers, and opportunities related to future transportation investments by the City, with an emphasis on active transportation investments.

### Survey Kickoff and Work Plan

At the start of the survey phase, Consultant will hold a survey planning/kickoff meeting to identify research objectives and priority audiences for the survey, and to align with the City on schedule. Likely timing of survey launch will be January 2024.

- Hold kickoff meeting with City to get better understanding of survey objectives (including analysis needs and how data will be used, audiences, other considerations to develop questions that measure what is intend to be measure).
- Draft work plan laying out schedule and activities, including touch points for City review. Hold one round of review with Consultant and the City simultaneously.

- Draft the survey in Microsoft Word and then revise after Consultant and the City share feedback. Use regular client check-ins to talk through edits/revisions.
- Coordinate with a vendor to create paper layout, review, and ensure it matches the programmed version. Coordinate with Consultant and the City around review. Paper survey used during the City's outreach.

## Recruitment

- Develop recruitment plan to guide outreach strategy, materials, tactics, and schedule.
  - Assuming the survey launches in January, the City would be doing outreach in December/January.
  - With the City staffing outreach, Consultant recommends meeting with City to coordinate around the plan and division of responsibilities and logistics. This will avoid miscommunication and inadvertent redundancy and ensures everyone is clear on roles and responsibilities.
  - Coordinate one targeted household mailing with a link to the online survey (one touchpoint).
  - Conduct outreach at local events (Winter 2024) – scan QR code to online survey; City to provide paper surveys:
    - Holiday Gift and Food Fair at Kitsap County Fairgrounds and Events Center (November 17 through 19).
    - Pacific Northwest Holiday Market, Kitsap Conference Center (November 25 and 26).
    - Farmer's Market every Thursday May through October. Focus on 2024 (timing may not align).
  - Social media – three outlets (as described above).
  - Community-based organizations (CBO) (five [5]) – to reach target audience, Consultant recommends City outreach specialists partner with five CBOs to educate constituents and share the 2024 Comprehensive Plan survey.
- Outreach in English with room for a mix of digital and in-person tactics depending on outreach team recommendations. Extra effort to recruit the target audiences (outside of influential special interest groups).
- Draft recruitment materials (postcard, flyer, social media, etc.) and coordinate with Consultant and the City on review.
- Revise recruitment materials and work with design team on graphics (light touch here). Coordinate with Consultant and the City on final approval.
- Work with sub-consultant to pull sample of addresses for household mailing. Manage sub-consultant negotiations and invoicing. Oversampling step requires additional calculations based on Census data.
- Work with vendor to print/mail household mailing. Consultant reviews proofs and contact lists. Coordinate with Consultant and the City on final approval. Invite residents to take an online survey with oversampling based on income.
- Incentivize survey participation with a form of compensation for completing the survey.

## Survey Instrument

- Draft questions after consultation with the City and Consultant . Consultant and City to send a list of example questions for the survey. Research team will evaluate and report back.



- Add demographic questions (gender, age, race/ethnicity, income, employment, zip, etc.). Give context for the key questions or help guide people through the survey (travel frequency, mode choice, etc.) and/or disqualify ineligible people. Add a few questions (zip) to identify and remove bad actors and/or bots which have been seen in recent surveys. Saves a lot of labor hours cleaning the dataset after closing the survey.
- Create a contact form for the incentive.
- Draft an online survey in English and a paper option only available for the City's outreach.
- City translates Spanish survey and recruitment materials if desired.

### Survey Programming

- Program the English questionnaire in Alchemer, a professional survey software.
- Conduct internal review of the programming and then coordinate with Consultant and the City on its review. Check any edits against the paper version to ensure consistency across modes.
- Conduct internal pre-testing to ensure people outside the project team understand the questions and respond as intended. This helps ensure measuring what is intend to be measured. Sometimes there are additional edits to clarify questions.
- Create distribution links for recruitment channels (QR codes, bitly links, etc.)

### Analysis and Reporting

- Draft brief analysis plan to guide analysis and reporting. This step ensures the team is aligned with City on objectives and deliverables. Conduct a brief meeting between City core project team to review successes, lessons learned, recommendations for future research to include in the summary report.
- Draft summary report in Microsoft Word, as close to Joint Compatibility Transportation Plan (JCTP) example as possible, focused on key research objectives:
  - Describe methods, key findings, recommendations.
  - Survey responses summarized in basic charts or tables, to be informed by research objectives and data collected – accompanied by narrative summaries as needed.
  - Statistical analysis on key questions that address research objectives.
- Download data and perform standard data cleaning – review for bot activity and/or low-quality responses (partial completes, speeders, straight-line answers, etc.), transform data as needed to perform statistical testing, etc. Use code for this step.
- Run analysis, interpret results. Ensure dataset and analysis goes through full internal review. Use code for this step.
- Draft report, including summarizing findings and creating charts and/or graphics. Do internal review within research team and then with QA team. Coordinate with City on its review and incorporate feedback.
- Compile supporting documentation including final survey instrument, recruitment materials, dataset files, etc.
- Coordinate with Consultant and the City on its final approval.

### Review Assumptions:

- One round of review on materials each for City (two touch points total); reviewers send one consolidated set of feedback within 3 business days.
- Reduced scope and budget reflect survey report in Microsoft Word to include charts and graphs.

### Survey Assumptions

Consultant will have the opportunity to review deliverables and send to the City for one coordinated review; see deliverables list below:

- Consultant will report on households who have completed the survey for compensation.
- Consultant will send monthly updates.
- Consultant will administer the household mailing and electronically scan returned paper surveys using preferred vendors.
- City staff will determine what households will receive a targeted survey request. If any actual mailings are necessary, City will coordinate and complete the mailings.

### Deliverables

Deliverables for this task include:

- Kickoff agenda.
- Work plan with schedule.
- Recruitment plan, including key findings from the demographic analysis.
- Draft survey instrument (in English).
- Final programmed survey (English and Spanish).
- Draft recruitment materials (in English).
- Final recruitment materials (English and Spanish).
- Draft and final report in Microsoft Word.

## TASK 03 – INVENTORY AND MODEL EXISTING CONDITIONS

### Objectives

The objective of this task is to collect, model, evaluate, and document the existing conditions of the City's transportation system.

### Subtask 03-01 – Data Collection and Methodology

The Consultant will assimilate data needed to analyze the City's existing transportation conditions. The Consultant will develop a methodology memorandum that documents how the existing and future (6-year and 20-year) traffic model will be developed; how bicycle and pedestrian levels of stress will be assessed; and how existing conditions will be evaluated and documented. The Consultant will identify all data needs for updating the Transportation Element and Active Transportation Plan and request that the City collect all data not already available.

## Deliverables

Deliverables for this task include:

- Traffic Modeling Methodology memorandum.
- Supplemental data not provided by the City.

## Assumptions

Assumptions for this task include:

- At the Consultant's request, the City will provide all available data, such as traffic counts, signal timing plans, pedestrian and bicycle counts, collision/safety data, and transportation infrastructure inventories.
- All inventory data received from the City will be 2018 data or newer, and this contract assumes the Consultant will collect data not available from the City to not exceed the direct expenses budget.
- For estimating purposes, intersection turning movement counts will be collected by the Consultant at up to 20 intersections during the 2-hour PM peak period (4 PM to 6 PM). Consultant to confirm locations with City prior to collecting data. Consultant to request pedestrian/bicycle crossings as part of the intersection count data.
- The AM peak hour model will include intersection turning movement counts collected by the Consultant at up to 50 intersections during the 2-hour AM peak period (7 AM to 9 AM). Consultant to confirm locations with City prior to collecting data. Consultant to request pedestrian/bicycle crossings as part of the intersection count data.
- The Consultant will collect Average Daily Traffic (ADT) counts (72 hour) at up to 20 locations.

## Subtask 02-02 – Develop Existing PM Peak Hour Traffic Model

The Consultant will develop the existing conditions model to evaluate traffic operations and conditions in the city during the PM peak hour. The Consultant will:

### Travel Demand

- Gather and review traffic data. Identify locations for traffic data collection of weekdays 4 PM to 6 PM intersection turning movement counts and weekday 48-hour tube counts. Intersection counts will be compared to 2019 counts, and 2019 counts will be adjusted as necessary to supplement 2023 count coverage including bicycle and pedestrian counts.
- Verify and update the City's existing PTV Vissim travel demand model to current housing and employment inventory to reflect 2023 conditions.
- Refine the 2023 travel demand model trip generation, trip distribution, network inputs, connector loadings, and other model inputs as needed to fit the best available intersection turning movement counts.
- Develop 2023 intersection level of service (LOS) models based on best available intersection turning movement counts and 2019 intersection operations models. Intersection LOS model development will involve updating existing 2019 models to reflect current traffic counts, recent transportation improvement projects (TIP), and current signal timing.

- Confirm long-range land use targets. Long-range land use targets will include housing and employment targets for each modeled transportation analysis zone and each modeled land use category.
- Calculate long-range trip generation growth based on land use targets and regional growth trends. Apply trip generation forecast and any baseline (fiscally constrained) transportation improvement projects to long-range travel demand model to calculate baseline long-range travel demand forecast. Fiscally constrained projects are those that are identified in the City TIP that are funded or can be considered as likely to be constructed prior to the year of analysis. Export travel demand forecast and implement baseline transportation improvement projects to intersection operations models.
- Identify intersections that are forecasted to operate below LOS standards defined in the City's 2024 Comprehensive Plan.

### Traffic Operations

- Compare traffic data collected in Subtask 02-01 to historic prepandemic traffic data and balance and validate existing data as needed.
- Calculate existing PM peak-hour LOS in the City at the study intersections.
- Identify intersections that operate below a newly recommended LOS standard.
- Calculate roadway segment LOS on primary arterials, minor arterials, and collector streets.
- Analysis will be based on methodologies described in the Highway Capacity Manual (HCM) and Washington State Department of Transportation (WSDOT) Synchro and Sidra protocols.
- Consultant will develop a recommended roadway segment LOS policy for discussion purposes. The Consultant will use other jurisdiction approaches as templates to guide recommendations for the City.

### Deliverables

Deliverables for this task include:

- Draft Roadway Segment LOS Policy Technical Memorandum.
- Final Roadway Segment LOS Policy Technical Memorandum.

### Assumptions

Assumptions for this task include:

- PM peak hour LOS will be calculated at up to 75 intersections.
- Roadway LOS will be calculated for up to 10 segments on highways, major arterials, minor arterials, and collector streets within the city limits with exact locations to be discussed with the City prior to analysis.
- Conduct the analysis using Highway Capacity Software (HCS) (v 7) and Synchro (v 11).
- Roundabouts will be analyzed using Sidra.
- The existing 2023 travel demand model will be based on existing network conditions.
- Existing travel demand model will be validated to 2023 data.
- All analysis documentation will be provided in Subtask 02-03 as appendices to the Transportation Element and Active Transportation Plan update.

- The City will provide confirmation on the latest adopted land use accepted by Puget Sound Regional Council (PSRC).
- The travel demand model will not use the HCM-based assignment process.

### Subtask 03-03 – Develop Existing AM Peak Hour Traffic Model

The Consultant will develop a supplemental existing conditions model to evaluate traffic operations in the City during the AM peak hour. The Consultant will:

#### Travel Demand

- Gather and review traffic data. Identify locations for traffic data collection of weekdays 7 AM to 9 AM intersection turning movement counts and weekday 48-hour tube counts. Intersection counts will be compared to 2019 counts, and 2019 counts will be adjusted as necessary to supplement 2023 count coverage including bicycle and pedestrian counts.
- Develop and calibrate 2023 AM travel demand model trip generation, trip distribution, network inputs, connector loadings, and other model inputs as needed to fit the best available intersection turning movement counts.
- Develop 2023 AM intersection LOS models based on best available intersection turning movement counts and 2023 PM intersection operations models. Intersection LOS model development will involve updating existing 2023 models to reflect current traffic counts and current signal timing.
- Calculate long-range trip generation growth based on land use targets and regional growth trends. Apply trip generation forecast and any baseline (fiscally constrained) transportation improvement projects to long-range travel demand model to calculate baseline long-range travel demand forecast. Export travel demand forecast and implement baseline transportation improvement projects to intersection operations models.
- Identify intersections that are forecast to operate below LOS standards defined in the City's 2024 Comprehensive Plan.
- Output segment volume to capacity ratio for evaluation.

#### Traffic Operations

- Calculate existing AM peak hour LOS in the City at the study intersections.
- Identify intersections that operate below City's LOS standard.
- Analysis will be based on methodologies described in the HCM and WSDOT Synchro and Sidra protocols.

#### Deliverables

Deliverables for this task include:

- Draft Roadway Segment LOS Policy Technical Memorandum.
- Final Roadway Segment LOS Policy Technical Memorandum.

## Assumptions

Assumptions for this task include:

- AM peak hour LOS will be calculated at up to 75 intersections.
- Conduct the analysis using HCS (v 7) and Synchro (v 11).
- Roundabouts will be analyzed using Sidra.
- The 2023 AM travel demand model will be based on existing network conditions.
- Existing travel demand model will be validated to 2023 AM data.
- All analysis documentation will be provided in Subtask 02-03 as appendices to the Transportation Element and Active Transportation Plan update.
- The travel demand model will be based on the model procedures and architecture used by the calibrated 2023 PM peak hour travel demand model.

## Subtask 03-04 – Develop Existing Conditions Section of the Transportation Element

The Consultant will document the findings of Subtask 02-02 as well as all other aspects of the City's transportation system and prepare an update to the Existing Conditions section of the Transportation Element, the content of which will be incorporated into the final Transportation Element (Task 7). The updated section will include a description of all aspects of the existing transportation system in the City, including:

- Roadway Functional Classification.
- General Purpose Traffic, including traffic volumes and existing level of service.
- Safety.
- Freight.
- Nonmotorized.
- Transit.
- Air.
- Ferry loading and off-loading. This includes vehicle and pedestrian.
- Planned transportation improvements by other agencies.

## Deliverables

Deliverables for this task include:

- Draft Existing Conditions section for the Transportation Element.
- Responses to comments in comment tracking spreadsheet.

## Assumptions

Assumptions for this task include:

- Comments and responses to comments will be shared with the client for concurrence, but edits to the section will be saved for the final Transportation Element documentation.

## TASK 04 – REVIEW LAND USE AND HOUSING POLICIES

### Objectives

The objective of this task is to review and update the goals, objectives, and policies of the existing Transportation Element.

### Subtask 04-01 – Review Land Use and Housing Elements

- Coordinate with the City to understand land use and housing element updates that will affect the transportation modeling and operations.

### Deliverables

Deliverables for this task include:

- Meeting Summary.

### Assumptions

Assumptions for this task include:

- Up to one 2-hour meeting.
- City staff will send invitations to the staff desired for attendance.

## TASK 05 – EVALUATE FUTURE TRANSPORTATION SYSTEM (6 YEAR/20 YEAR)

### Objectives

The objective of this task is to evaluate the future traffic operations and demands on the City transportation system for both the 6-year and 20-year planning horizons and develop a list of possible solutions to maintain consistency with the City’s adopted LOS standards.

### Subtask 05-01 – Develop Future Conditions Model

The Consultant will identify the demands placed on existing facilities by new development and overall growth in background traffic. This task includes recalibration and updates to the City’s travel demand and intersection operations models to reflect a 2023 base year and updated long-range forecasting horizon based on updated housing and employment targets.

### Deliverables

Deliverables for this task include:

- Year 2030 AM and PM peak hour LOS results for study intersections with proposed improvements, including summary tables and maps.
- Year 2044 AM and PM peak hour LOS results for study intersections with proposed improvements, including summary tables and maps.

## Assumptions

Assumptions for this task include:

- Future conditions modeling will use existing conditions models as a base.
- Traffic forecasts will be based on the City's 2030 and 2044 land use forecasts and growth assumed in Kitsap County's and PSRC travel demand models. The Consultant will use a straight-line growth estimate unless otherwise directed by the City to assume specific growth milestones.
- Consultant will coordinate with DCD and, if needed, coordinate with PSRC to reach agreement on any modifications to land use growth allocations within the City.
- One growth forecast for the year 2044 is assumed.
- Discussion about infrastructure modifications for future electronic vehicles will be considered in the evaluation and discussed in the Transportation Element.
- Calculate Year 2030 PM peak hour LOS at the study area intersections and study area roadways with Capital Improvement Plan (CIP) projects.
- Calculate Year 2044 PM peak hour LOS at the study area intersections and study area roadways with CIP projects.

## Subtask 05-02 – Identify Infrastructure Needs to meet Concurrency

Based upon the demands placed on existing facilities by new development and background traffic growth, the Consultant will identify the projects required to maintain intersection LOS standards defined in the City's current Comprehensive Plan as well as long-term projects to achieve the City's Transportation Vision. The Consultant will:

- Develop a list of improvements to meet concurrency requirements for the 6-year planning horizon to be included in the CIP.
- Develop a list of other improvements to achieve the Transportation Vision for the 6- and 20-year planning horizons and a ranking criteria.
- Recommended changes, if any, to the existing functional classification of roads.
- Consideration of adjustments based on a recommended change in LOS standards based on segment LOS and recommended concurrency guidelines.
- Electronic vehicle (EV) charging needs will be mentioned at a high level, and the Consultant will make a recommendation for a future detailed study that would assess future forecast EV needs, city infrastructure needs, and possible county/citywide electric grid updates.

## Deliverables

Deliverables for this task include:

- Tabulated list of recommended improvements for the 6-year planning horizon/CIP.
- Tabulated list of recommended improvements for the 20-year planning horizon.



## Assumptions

Assumptions for this task include:

- Proposed improvements will incorporate findings from the State Route (SR) 303 Corridor Study, JCTP, and the SR 16 Congestion Study as well as any new projects identified in this evaluation.
- Up to two 2-hour meetings will take place with up to four Consultant staff participating. The first will be used to present and refine recommended projects. The second will be used to review any changes and finalize the recommendations. The Consultant will prepare agendas, materials, and notes for the two meetings.
- Infrastructure needs for one set of concurrency and LOS standards will be moved forward to design and cost estimating.

## TASK 06 – CONCEPTUAL DESIGN AND COST ESTIMATES

### Objectives

The objective of this task is to develop conceptual engineering and cost estimates for projects identified in Task 05 for both the 6-year and 20-year planning horizon, using a vetted cost estimating methodology to provide accurate cost estimates.

### Subtask 06-01 – Develop Cost Estimating Methodology

The Consultant will prepare a methodology that details how cost estimates for the Transportation Element and CIP will be developed. The methodology will identify appropriate planning-level cost estimate assumptions, typical bid items or a bid item breakdown, and contingencies. The Consultant will coordinate with City staff to review any available information on recent projects constructed by the City. Prior to development of the methodology, the Consultant will meet with the City to discuss required elements for incorporation into the methodology.

### Deliverables

Deliverables for this task include:

- Cost Estimating Methodology.

### Assumptions

Assumptions for this task include:

- The City will provide available information on recent projects constructed by the City.

### Subtask 06-02 – Develop Conceptual Designs and Cost Estimates for Concurrency Projects

The Consultant will develop planning-level cost estimates based on conceptual engineering for the 6-year and 20-year planning horizon improvements. The Consultant will:

- Complete conceptual engineering of proposed improvements.
- Develop a cost estimating spreadsheet to document planning-level cost estimates.

### Deliverables

Deliverables for this task include:

- 6-year and 20-year Cost Estimate Summaries.
- Conceptual engineering figures of the 20-year projects proposed improvements.
- Include project summary sheets.

### Assumptions

Assumptions for this task include:

- Planning-level costs will be developed for the 6-year and 20-year planning horizon.
- Up to 15 improvements will be estimated for each of the 6-year and 20-year planning horizon.
- The Consultant will provide the City with a list of 6-year projects (concurrency projects). The City will provide the engineer estimates for all 6-year projects, including concurrency projects. The Consultant will update the estimates for the new planning horizon.
- Conceptual engineering design will be based on City-provided and/or publicly available GIS data and aerial imagery.

### Subtask 06-03 – Prioritize Projects

The Consultant will develop an evaluation framework to prioritize the identified transportation improvements for the 6-year and 20-year planning horizons. The framework will be based on the updated Transportation Element goals, policies, and objectives. The Consultant will prioritize transportation improvements for both the 6-year and 20-year planning horizons using the evaluation framework.

### Deliverables

Deliverables for this task include:

- Evaluation Criteria and Framework.
- Prioritization Spreadsheet.
- Maps/graphics showing prioritized improvements.

### Assumptions

- N/A

## TASK 07 – UPDATE FUNDING AND CONCURRENCY PROGRAM

### Subtask 07-01 – Transportation Concurrency Management Support

The objective of this task is to establish a transportation concurrency management system and “state of the system” concurrency report for the City. The Consultant will:

- Meet with City staff to discuss the efficacy of the City’s existing concurrency program to determine if a modified or revised program should be examined. Meeting topics will include identification of areas where modifications may be needed to improve implementation or efficiency of the existing program, as

well as needed transportation improvements to meet concurrency requirements and how they may inform potential changes to the concurrency program.

- Work with City staff to confirm the location, type, and quantity of permitted pipeline development, and to identify approved trip generation forecasts, if applicable
- Apply pipeline development and any near-term (fiscally constrained) transportation improvement projects to the travel demand and intersection operations models. Calculate pipeline LOS forecasts and identify any segment and/or intersection LOS deficiencies.
- Develop draft municipal code revisions, as applicable, to support implementation of a transportation concurrency management system. Code revisions will be reviewed by City staff and revised as needed.
- Develop a revised fee schedule which identifies concurrency review fees based on land use type and size. The fee schedule will be designed by the Consultant and will be shared with the public to provide cost and schedule certainty to the development community.
- Attend meetings in support of the adoption of a concurrency management system. This may include in-person attendance at planning commission, City Council, or other public meetings.

### Deliverables

Deliverables for this task include:

- Draft Transportation Element chapter for concurrency.
- Response to comments in a comment tracking sheet.
- Draft Bremerton Municipal Code (BMC) updates.
- Final BMC updates.

### Assumptions

Assumptions for this task include:

- Project team meetings will be held remotely.
- Up to one 1-hour preparation session will be assumed for each in person meeting event.
- Meetings will be 2 hours in duration.
- The Consultant will submit the draft and then address comments in a comment tracking sheet. All final comments will be incorporated into Chapter 7 deliverables.

### Subtask 07-02 – Impact Fee Rate Study

This task includes the development of a transportation impact fee rate study and the support of its adoption by City. The Consultant will:

- Review project list, cost estimates, and service areas with City staff. Planning-level project cost estimates will be provided by Consultant staff. Consultant will discuss benefits and risks of impact fee service areas with City staff. Confirm impact-fee eligible projects and assumptions for local versus developer versus grant share of transportation improvement costs.
- Calculate growth share of project costs based on long-range travel demand growth forecast and the anticipated share of added capacity which will be used by new (growth) trips.

- Develop impact fee rate options based on eligible project costs and number of new trips anticipated countywide by 2036. A menu of rate options will be presented with varying levels of local funding assumptions. Rate options will be documented in a series of 1-page worksheets which will be provided to City staff. Review impact fee rate with City staff and refine as needed.
- Attend working group and public meetings. Up to two Consultant staff will present study findings and recommendations at up to four (4) modeling working group meetings and up to two (2) public/council meetings. For public meetings, Consultant will prepare presentation slides and material as necessary, acting as subject-matter experts.
- Summarize findings and recommendations in rate study report. The report will include a tax increment financing rate schedule for a wide range of typical land uses, based on the current Institute of Transportation Engineers (ITE) Trip Generation Manual. A draft report will be submitted to City staff for review before finalizing. The report will outline limitations and issues surrounding the existing approach to funding necessary capacity improvement projects outlined in BMC Title 3. Also included will be a recommended update to BMC Title 3 to adopt Revised Code of Washington (RCW) 36.70A.070(6)(b) (the new RCW all other jurisdictions use).

### Deliverables

Deliverables for this task include:

- Draft Impact Fee Report.
- Final Impact Fee Report.

### Assumptions

Assumptions for this task include:

- Land use categories will be consistent with the ITE Trip Generation Manual (11th Edition, ITE).

## TASK 08 – DEVELOP TRANSPORTATION ELEMENT

### Objectives

The objective of this task is to develop a draft and final Transportation Element update for inclusion in the 2024 City of Bremerton Comprehensive Plan as well as a draft and final CIP.

### Subtask 08-01 – Develop Transportation Element

The Consultant will develop a Transportation Element document that includes all required information with text, maps, graphics, and tables. This subtask will integrate the applicable content of deliverables developed in previous tasks and be prepared in a manner that is accessible and useful to a broad audience. The Consultant will update any goals, policies, or objectives as needed, and identify funding sources for transportation improvements.

### Deliverables

Deliverables for this task include:

- Preliminary updated 2024 Comprehensive Plan Transportation Element.
- Draft updated 2024 Comprehensive Plan Transportation Element.
- Final updated 2024 Comprehensive Plan Transportation Element.

### Assumptions

Assumptions for this task include:

- The preliminary version of the Transportation Element will be reviewed by City staff.
- The draft version of the Transportation Element will be reviewed by external reviewers like the Complete Streets Committee members, council members, Planning Commission, and the Mayor.
- City staff will resolve conflicting comments from the final review and consolidate into a single set of comments prior to submitting to the Consultant.
- The final version of the Transportation Element will incorporate the final consolidated comments.
- Will need to be reviewed by Kitsap County, Kitsap Transit, and WSDOT.
- There will be up to four response periods for the Consultant to finalize the Transportation Element.

### Subtask 08-02 – Prepare SEPA Checklist

The Consultant will prepare a State Environmental Policy Act (SEPA) checklist for the updated Transportation Element and CIP.

### Deliverables

Deliverables for this task include:

- SEPA Checklist.

### Assumptions

Assumptions for this task include:

- The checklist will be prepared assuming issuance of a Determination of Nonsignificance.
- The City will issue notifications associated with the SEPA process.

### Subtask 08-03 – Prepare PSRC Certification Materials

The Consultant will prepare materials required for PSRC certification of the updated Transportation Element and CIP.

### Deliverables

Deliverables for this task include:

- Materials for PSRC certification.

### Assumptions

Assumptions for this task include:

- Up to two rounds of review to respond to PSRC comments.
- The City will submit the materials for certification.

## TASK 09 – ACTIVE TRANSPORTATION PLAN UPDATE

### Objectives

The objective of this task is to update the 2007 Active Transportation Plan. The Consultant will develop a series of technical memoranda that will be assembled into the updated plan. City staff will have one round of review for each draft technical memorandum and provide a single set of consolidated comments. The Consultant will work with City staff to resolve any contradictory comments.

### Subtask 09-01 – Existing Conditions Analysis

The Consultant will develop an understanding of the planning context, completeness and quality of existing network, and user needs. This task will inform recommendations and project prioritization.

The Consultant will:

- Request data, previous planning documents, and other relevant information.
- Review existing planning documents to identify opportunities to update vision, goals, and policies for the Bremerton Active Transportation Plan.
- Compile all project lists provided by the City to prepare a consolidated list of projects that resolves and reconciles conflicts in previous planning documents.
- Facilitate a workshop meeting with City staff to identify opportunities to resolve conflicts in project lists and discuss updates to vision, goals, and policies.
- Conduct a citywide Bicycle Level of Traffic Stress (BLTS) and Pedestrian Level of Traffic Stress (PLTS) analysis on arterial streets and selected collector streets. This GIS-based analysis relies on methodologies developed by the Minnesota Transportation Institute. The output will be a map and narrative that evaluates the suitability of network segments for people of all ages and abilities.
- Conduct a network completeness analysis for the transportation network. This GIS analysis will identify gaps in the bicycle and pedestrian network.
- Conduct equity and demand analysis for the City. This GIS-based analysis will use available data to identify locations of higher equity needs. Data inputs may include demographics, public health, safety, and destinations.

### Deliverables

Deliverables for this task include:

- Workshop meeting with City staff.
- Draft and Final Technical Memorandum: Existing Conditions Analysis.

### Assumptions

Assumptions for this task include:

- City will provide previous planning documents, relevant project information, and project lists.

- GIS analyses will rely on data provided by the City or from sources approved by the City, including updated GIS to include bicycle facilities:
  - Level of Traffic Stress analysis will focus on arterials and collectors.
  - Demand analysis will help to identify areas where there is a relatively higher demand for infrastructure improvements for walking and bicycling. The demand analysis will not yield quantities of expected users.
- Workshop meeting will be in-person with up to two (2) representatives from Consultant team in attendance.
- City to provide historical community comments regarding active transportation projects.

### Subtask 09-02 – Plan Recommendations

The Consultant will develop a set of recommendations for developing a long-term vision for active transportation in Bremerton. Recommendations may include policy updates, projects, facility types, and corridors for future study.

The Consultant will:

- Develop updates to vision, goals, and policies.
- Using the analysis results from Task 9.01, the Consultant will identify the priority networks for pedestrian and bicycle infrastructure.
- Identify a suite of pedestrian and bicycle facility types that meet the vision and goals of the future network.
- Identify corridors requiring future study.
- Develop an evaluation framework in consultation with City staff to prioritize the identified transportation improvements for the 6-year and 20-year planning horizons. The Consultant will prioritize transportation improvements for both the 6-year and 20-year planning horizons using the evaluation framework.
- Develop a technical memorandum that includes a narrative, set of maps, and a visual guide to pedestrian and bicycle facility types.

### Deliverables

Deliverables for this task include:

- Draft and Final Technical Memorandum: Plan Recommendations.

### Assumptions

Assumptions for this task include:

- The visual guide to pedestrian and bicycle facility types will rely on photographs of representative facilities.

### Subtask 09-03 – Implementation and Capital Improvement Plan

The Consultant will develop a strategy for implementing the recommended revised CIP, including recommendations for early “first win” projects in the 6-year planning horizon and focus on actionable steps for

implementing the plan. One-page project summaries will include conceptual design strategy, funding strategy, planning-level cost estimates, and phasing.

### Deliverables

Deliverables for this task include:

- Draft and Final Technical Memorandum: Implementation Plan and Prioritized Projects.

### Assumptions

Assumptions for this task include:

- Up to ten (10) 1-page project summaries.
- Conceptual design strategy may include sections, plan diagrams, or photographs of similar projects.

### Subtask 09-04 – Bremerton Active Transportation Plan

The Consultant will address comments to develop the final Active Transportation Plan. We anticipate up to five (5) rounds of comments received from City staff, commission meetings, council meetings, and the public. After each of these rounds are complete, Consultant will track comments in a matrix and confirm a response to each prior to making revisions in the document. It is anticipated the City will require two rounds of review for this final document. The final Active Transportation Plan will be written as a stand-alone document, and it will be included as an appendix to the Transportation Element.

### Deliverables

Deliverables for this task include:

- Draft and Final Bremerton Active Transportation Plan.

### Assumptions

Assumptions for this task include:

- Electronic version of a draft and final Active Transportation Plan that includes text, figures, and maps. Editable versions of graphics, maps and GIS files will be submitted at the end of the process.





**COST ESTIMATE:**  
**City of Bremerton**  
**Transportation Element and Non-Motorized Plan Update for 2024**

**Parametrix, Inc.**

Michael Horntvedt	Alicia McIntire	Frederick Young	Mallory Wilde	Chad Tinsley	Rachel Durham	Kate Bradbury	Joanna Johnson	Nate Smith	Sierra Ohlsen	Marci Gamon	Lori Gilbertson	Total Labor Hours	Labor Dollars 2023	Labor Dollars 2024 (3% COL)	Total w/Escalation
Sr Consultant	Sr Consultant	Sr Planner	Sr Engineer	GIS Manager	Planner III	Sr Engineer	Engineer III	Engineer 1	Planner I	Project Controls Specialist	Sr Project Accountant				
Fully Burdened Billing Rate	\$316.26	\$269.15	\$266.15	\$229.09	\$145.47	\$128.67	\$197.81	\$150.06	\$113.27	\$101.81	\$139.35	\$138.24			

Task	Subtask	Title	Hours												Total Labor Hours	Labor Dollars 2023	Labor Dollars 2024 (3% COL)	Total w/Escalation	
01		<b>PROJECT MANAGEMENT</b>	101	1	1	0	0	0	0	0	0	0	0	26	20	149	\$ 23,319.02	\$ 15,546.01	\$38,865.03
	01.01	Project Management and Administration	101	1	1									26	20	149			
02		<b>INTERNAL AND EXTERNAL COMMUNITY OUTREACH</b>	26	16	16	0	0	0	0	0	0	0	0	0	0	58	\$ 10,072.48	\$ 6,714.99	\$16,787.47
	02.01	Public Participation Plan														0			
	02.02	Virtual Citywide Open House Meeting	8	8	8											24			
	02.03	Outreach Materials and Messages	4													4			
	02.04	Briefings	4													4			
	02.05	Public Meetings	4	8	8											20			
	02.06	Community Engagement Report	2													2			
	02.07	Public Survey	4													4			
03		<b>INVENTORY AND EXISTING CONDITIONS</b>	0	4	0	0	0	52	24	0	0	24	0	0	0	104	\$ 8,975.06	\$ 5,983.37	\$14,958.44
	03.01	Data Collection and Methodology						8								8			
	03.02	Develop Existing Traffic Model						4								4			
	03.03	Develop Existing AM Peak Hour Traffic Model						8								8			
	03.04	Develop Existing Conditions Section of the Transportation Element		4				32	24			24				84			
04		<b>REVIEW AND UPDATE POLICIES</b>	2	0	0	0	0	4	0	0	0	0	0	0	0	6	\$ 688.33	\$ 458.88	\$1,147.21
	04.01	Review Land Use and Housing Elements	2					4								6			
05		<b>EVALUATE FUTURE TRANSPORTATION SYSTEM (6 AND 20 YEAR CIP)</b>	8	4	6	0	0	24	0	0	0	0	0	0	0	42	\$ 4,975.05	\$ 3,316.70	\$8,291.75
	05.01	Develop Future Conditions Model	2					8								10			
	05.02	Identify Infrastructure Needs	6	4	6			16								32			
06		<b>CONCEPTUAL DESIGN AND COST ESTIMATES</b>	6	4	4	34	0	12	0	60	88	0	0	0	0	208	\$ 19,406.39	\$ 12,937.59	\$32,343.99
	06.01	Develop Cost Estimating Methodology	2			2				4	8					16			
	06.02	Develop Conceptual Designs and Cost Estimates	2			24				40	80					146			
	06.03	Prioritize Projects	2	4	4	8		12		16						46			
07		<b>UPDATE FUNDING AND CONCURRENCY PROGRAM</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$0.00
	07.01	Transportation Concurrency Management Support	0													0			
	07.02	Update Impact Fee Rate Study	0													0			
08		<b>DEVELOP TRANSPORTATION ELEMENT</b>	12	26	0	0	0	86	4	0	0	24	0	0	0	152	\$ 15,056.13	\$ 10,037.42	\$25,093.56
	08.01	Develop Transportation Element	8	12				40	4			24				88			
	08.02	Prepare SEPA Checklist	2	2				16								20			
	08.03	Prepare PSRC Certification Materials	2	12				30								44			
09		<b>ACTIVE TRANSPORTATION PLAN UPDATE</b>	8	0	40	52	36	96	0	0	0	319	0	0	0	551	\$ 45,093.12	\$ 30,062.08	\$75,155.21
	09.01	Existing Conditions Analysis	2		20	8	36	24				255				345			
	09.02	Plan Recommendations	2		8	4		24				32				70			
	09.03	Implementation and Capital Improvement Plan	2		4	40		24								70			
	09.04	Bremerton Active Transportation Plan	2		8			24				32				66			
10		<b>MANAGEMENT RESERVE</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 50,000.00
	10.01	Management Reserve																	\$50,000.00
		<b>Labor Totals:</b>	163	55	67	86	36	274	28	60	88	367	26	20	1270				
		<b>Totals:</b>	\$51,549.65	\$14,803.17	\$17,832.27	\$19,701.81	\$5,236.78	\$35,256.82	\$5,538.60	\$9,003.89	\$9,968.18	\$37,363.56	\$3,623.22	\$2,764.70		\$127,585.58	\$85,057.06	\$262,642.64	

EXP	EXPENSES	Unit Cost	Quantity	Total
EXP.MIL	Mileage	\$0.655	400.00	\$262.00
<b>Total Expenses:</b>				<b>\$262.00</b>

**Parametrix Total Cost: \$262,904.64**

**COST ESTIMATE:**  
**City of Bremerton**  
**Transportation Element and Non-Motorized Plan Update for 2024**

**PRR**

	Colleen Gants	Anne Fruge'	Hansini Munasinghe	Jade Henderson	Daniel Ruiz	Morgan Calder	Julie Mornain		
	Classification	Associate Director	Consultant II	Consultant I	Senior Consultant	Classification	Classification	Total Labor Hours	Total Labor Dollars
Fully Burdened Billing Rate	\$333.82	\$200.91	\$132.01	\$112.53	\$185.18	\$117.41	\$178.07		

Task	Subtask	Title	Hours								
<b>01</b>		<b>PROJECT MANAGEMENT</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>8</b>	<b>72</b>	<b>\$12,401.39</b>
	01.01	Project Management and Administration	16					48	8	72	\$12,401.39
<b>02</b>		<b>INTERNAL AND EXTERNAL COMMUNITY OUTREACH</b>	<b>59</b>	<b>15</b>	<b>141</b>	<b>84</b>	<b>23</b>	<b>263</b>	<b>58</b>	<b>643</b>	<b>\$96,241.27</b>
	02.01	Public Participation Plan	4					18		22	\$3,448.67
	02.03	Virtual Citywide Open House Meeting	20					124	20	164	\$24,796.71
	02.04	Outreach Materials and Messages	8					64	24	96	\$14,458.51
	02.05	Briefings	6							6	\$2,002.92
	02.06	Public Meetings	6					16		22	\$3,881.49
	02.07	Community Engagement Report	8					40	6	54	\$8,435.40
	02.08	Public Survey	7	15	141	84	23	1	8	279	\$39,217.56
<b>03</b>		<b>INVENTORY AND EXISTING CONDITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	02.01	Data Collection and Methodology								0	
	02.02	Develop Existing Traffic Model								0	
	02.03	Develop Existing AM Peak Hour Traffic Model								0	
	02.04	Develop Existing Conditions Section of the Transportation Element								0	
<b>04</b>		<b>REVIEW AND UPDATE POLICIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	04.01	Review Land Use and Housing Elements								0	
<b>05</b>		<b>EVALUATE FUTURE TRANSPORTATION SYSTEM (6 AND 20 YEAR CIP)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	05.01	Develop Future Conditions Model								0	
	05.02	Identify Infrastructure Needs								0	
<b>06</b>		<b>CONCEPTUAL DESIGN AND COST ESTIMATES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	06.01	Develop Cost Estimating Methodology								0	
	06.02	Develop Conceptual Designs and Cost Estimates								0	
	06.03	Prioritize Projects								0	
<b>07</b>		<b>UPDATE FUNDING AND CONCURRENCY PROGRAM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	07.01	Transportation Concurrency Management Support								0	
	07.02	Update Impact Fee Rate Study								0	
<b>08</b>		<b>DEVELOP TRANSPORTATION ELEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	08.01	Develop Transportation Element								0	
	08.02	Prepare SEPA Checklist								0	
	08.03	Prepare PSRC Certification Materials								0	
<b>09</b>		<b>ACTIVE TRANSPORTATION PLAN UPDATE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	09.01	Existing Conditions Analysis								0	
	09.02	Plan Recommendations								0	
	09.03	Implementation and Capital Improvement Plan								0	
	09.04	Bremerton Active Transportation Plan								0	
		<b>Labor Totals:</b>	<b>75</b>	<b>15</b>	<b>141</b>	<b>84</b>	<b>23</b>	<b>311</b>	<b>66</b>	<b>715</b>	
		<b>Totals:</b>	<b>\$25,036.54</b>	<b>\$3,013.59</b>	<b>\$18,613.42</b>	<b>\$9,452.79</b>	<b>\$4,259.05</b>	<b>\$36,514.67</b>	<b>\$11,752.61</b>		<b>\$108,642.67</b>

EXP	EXPENSES	Quantity					Total		
EXP.MIL	Mileage	660.00					\$432.30		
EXP.SUR	Other (address sample, survey layout and scanning, print/mail materials, participant compensation, CBO compensation)	1.00					\$3,800.00		
								Total Expenses	\$4,232.30

**PRR Total Cost \$112,874.97**

**COST ESTIMATE:**

City of Bremerton

Transportation Element and Non-Motorized Plan Update for 2024

**TSI**

Fully Burdened Billing Rate

Victor Salemann, PE	Andrew Bratlien, PE	Daniel Hodun	Jill Berberich		
President	Engineer V	Engineer II	Admin. Assistant V	Total Labor Hours	Total Labor Dollars
\$305.00	\$215.00	\$119.00	\$167.00		

Task	Subtask	Title	Hours					
<b>01</b>		<b>PROJECT MANAGEMENT</b>	<b>4</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>52</b>	<b>\$10,388.00</b>
	01.01	Project Management and Administration	4	24		24	0	
<b>02</b>		<b>INTERNAL AND EXTERNAL COMMUNITY OUTREACH</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	02.01	Public Participation Plan						
	02.02	Virtual Citywide Open House Meeting						
	02.03	Outreach Materials and Messages						
	02.04	Briefings						
	02.05	Public Meetings						
	02.06	Community Engagement Report						
	02.07	Public Survey						
<b>03</b>		<b>INVENTORY AND MODEL EXISTING CONDITIONS</b>	<b>20</b>	<b>150</b>	<b>178</b>	<b>0</b>	<b>348</b>	<b>\$59,532.00</b>
	03.01	Data Collection and Methodology	4	14	14		32	\$5,896.00
	03.02	Develop Existing Traffic Model	4	48	64		116	\$19,156.00
	03.03	Develop Existing AM Peak Hour Traffic Model	12	80	100		192	\$32,760.00
	03.04	Develop Existing Conditions Section of the Transportation Element		8			8	\$1,720.00
<b>04</b>		<b>REVIEW AND UPDATE POLICIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	04.01	Review Land Use and Housing Elements						
<b>05</b>		<b>EVALUATE FUTURE TRANSPORTATION SYSTEM (6 AND 20 YEAR CIP)</b>	<b>6</b>	<b>52</b>	<b>56</b>	<b>0</b>	<b>114</b>	<b>\$19,674.00</b>
	05.01	Develop Future Conditions Model		36	48		84	\$13,452.00
	05.02	Identify Infrastructure Needs	6	16	8		30	\$6,222.00
<b>06</b>		<b>CONCEPTUAL DESIGN AND COST ESTIMATES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	06.01	Develop Cost Estimating Methodology						
	06.02	Develop Conceptual Designs and Cost Estimates						
	06.03	Prioritize Projects						
<b>06</b>		<b>UPDATE FUNDING AND CONCURRENCY PROGRAM</b>	<b>44</b>	<b>118</b>	<b>112</b>	<b>0</b>	<b>274</b>	<b>\$52,118.00</b>
	06.01	Transportation Concurrency Management Support	18	70	76		164	\$29,584.00
	06.02	Update Impact Fee Rate Study	26	48	36		110	\$22,534.00
<b>07</b>		<b>DEVELOP TRANSPORTATION ELEMENT</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$860.00</b>
	07.01	Develop Transportation Element		4			4	\$860.00
	07.02	Prepare SEPA Checklist						
	07.03	Prepare PSRC Certification Materials						
<b>09</b>		<b>ACTIVE TRANSPORTATION PLAN UPDATE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	09.01	Existing Conditions Analysis						
	09.02	Plan Recommendations						
	09.03	Implementation and Capital Improvement Plan						
	09.04	Bremerton Active Transportation Plan						
		<b>Labor Totals:</b>	<b>74</b>	<b>348</b>	<b>346</b>	<b>24</b>	<b>792</b>	
		<b>Totals:</b>	<b>\$22,570.00</b>	<b>\$74,820.00</b>	<b>\$41,174.00</b>	<b>\$4,008.00</b>		<b>\$142,572.00</b>

EXP	EXPENSES	Unit Cost	Quantity	Total		
EXP.OTH	Other Direct Costs - Traffic Counts	\$70.00	150.00	\$10,500.00		
					Expenses	\$10,500.00

**TIR Total Cost \$153,072.00**

**Published for  
September 27  
Study Session**

**ITEM A4 – Public Comments**

**From:** Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>  
**Sent:** Wednesday, September 27, 2023 9:18 AM  
**To:** Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>  
**Cc:** City Council <City.Council@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Gunnar Fridriksson <Gunnar.Fridriksson@ci.bremerton.wa.us>; Vicki Grover <Vicki.Grover@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** RE: Transportation Comp Plan & Council Questions

Good morning Councilor – please see my responses below in **green**.

**Tom Knuckey, P.E.**

Director of Public Works & Utilities  
City of Bremerton  
Desk (360) 473-2376/Cell (360) 710-0039  
[thomas.knuckey@ci.bremerton.wa.us](mailto:thomas.knuckey@ci.bremerton.wa.us)

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**From:** Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>  
**Sent:** Tuesday, September 26, 2023 12:50 PM  
**To:** Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Cc:** Ned Lever <[Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us)>; Gunnar Fridriksson <[Gunnar.Fridriksson@ci.bremerton.wa.us](mailto:Gunnar.Fridriksson@ci.bremerton.wa.us)>; Vicki Grover <[Vicki.Grover@ci.bremerton.wa.us](mailto:Vicki.Grover@ci.bremerton.wa.us)>; Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Subject:** Re: Transportation Comp Plan & Council Questions

Thank you, Director Knuckey et al., for your thoughtful, thorough response to my questions.

In sum, the focus of the TE (Transportation Element) of the Comp Plan is to plan for the most efficient movement of traffic through Bremerton along higher-volume arterials and (major) collectors.

No, that's not true. The TE is the overarching planning document that helps identify priorities, establish the vision, and outline the resources required to deliver on that vision with regard to transportation improvements in the City.

You say that "**We do not evaluate residential streets here.**"

Why is that? Many constituents' major concern is traffic safety on residential streets, specifically speeding. The 2016 Comp Plan stated that Bremerton's residential streets are low-volume and low-speed, so pedestrian infrastructure (sidewalks, crosswalks, etc.) is not needed. Following that premise of sparse, slow traffic, traffic calming like speed cushions is also not needed. This premise is not supported by most residents' experience -- witness the many asks for sidewalks and speed cushions.

Why and how was this focus on major corridors chosen? I suggest to Council that the TE address traffic safety over traffic capacity, especially on residential streets. As one of seven, I absolutely understand that this is a matter for Council as a whole to determine.

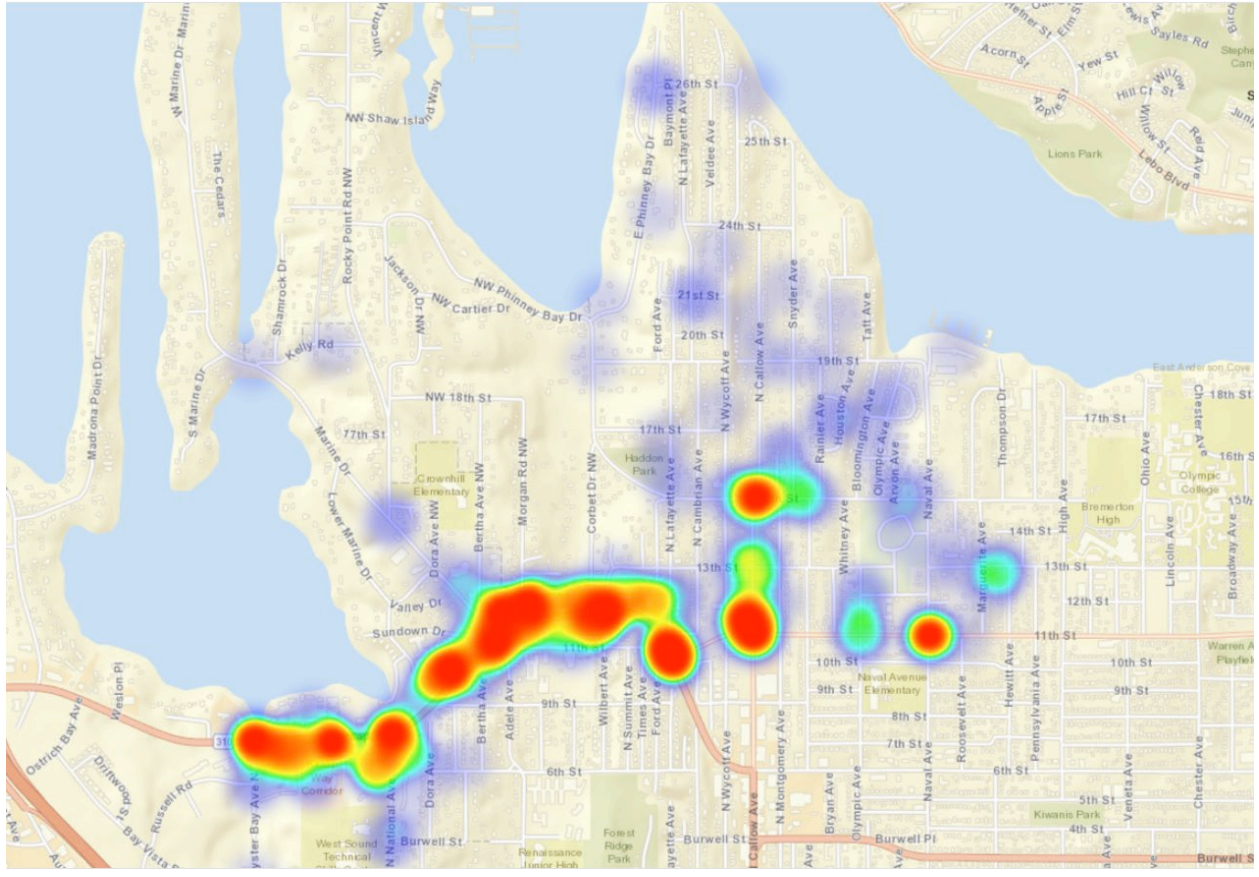
The referenced comment regarding residential streets was in response to your previous question of which intersections will be included in our traffic model. Traffic models focus on arterials and collectors as those roadways are the major corridors used by the traveling public, and traffic models typically do not get sufficiently granular to include residential streets in that analysis. A note that as a general comment, residential streets are evaluated on a case-by-case basis in regard to traffic calming, condition and other issues.

I don't recall the statement you reference regarding the value of sidewalks in our current comprehensive plan. That said, our TE update has specific scope to evaluate and review multimodal improvements (including sidewalks) citywide, and all text will be updated.

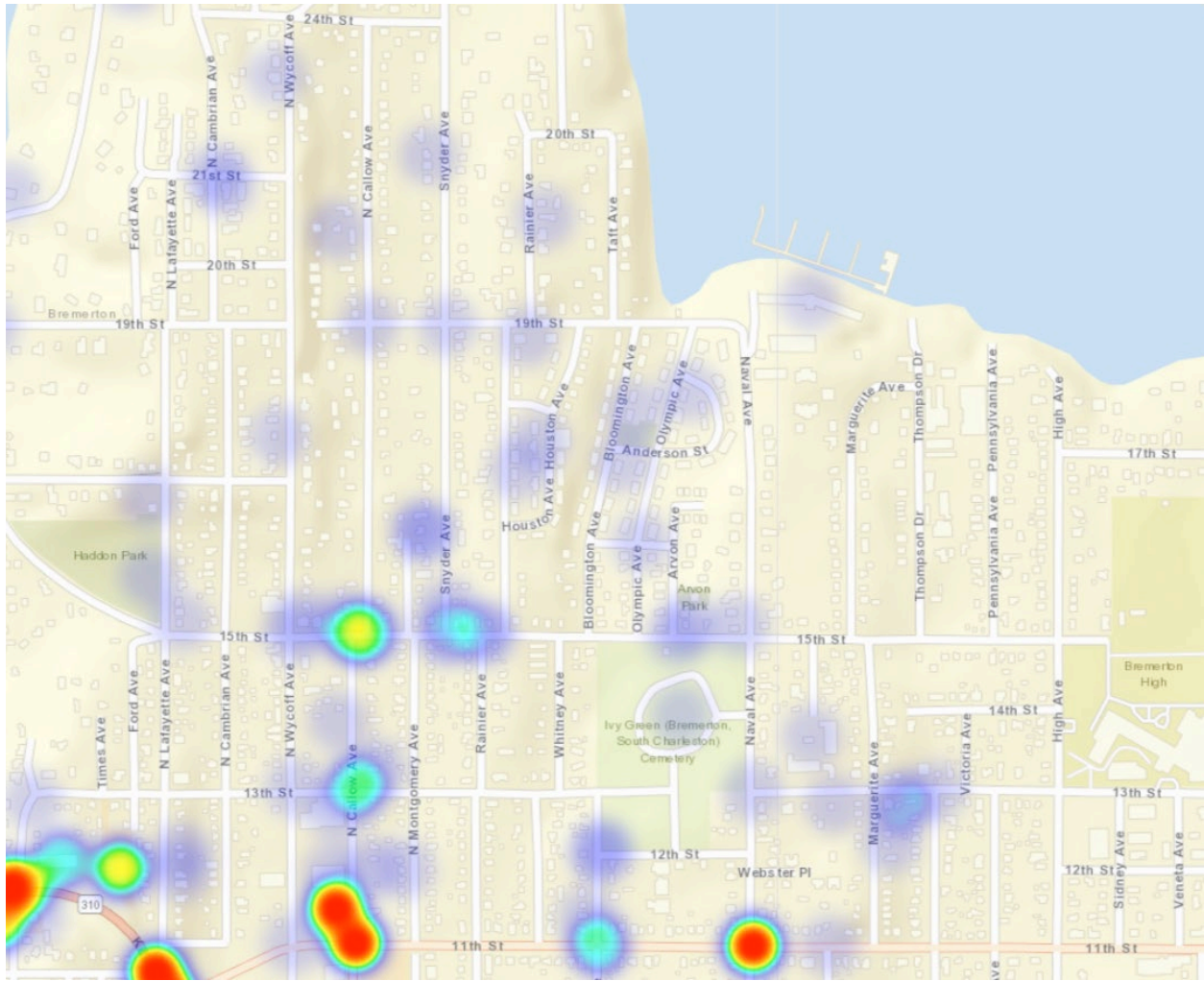
Below is a heat map of collisions in my District -- an overview and one close-up. Most are between moving vehicles, some between moving vehicles and unmoving objects, like retaining walls. As you can see, there are many opportunities for traffic calming on these residential streets. I am sure that other Districts have many "hot spots" as well -- thanks to Joe Sexton for providing these maps.

The TE will consider collision history when prioritizing capital improvements.

Thank you again, especially for so courteously pointing out that the TE is not dependent upon the JCTP, and I look forward to seeing my critique of that addressed. As to the other errors -- give me another 40 years and I may end up half as knowledgeable as you. In the meantime, please accept my gratitude for your continuing education of  
Anna







Anna Mockler  
Bremerton City Councilor, District Six  
Chair, Public Works and Audit Committees

---

**From:** Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>  
**Sent:** Tuesday, September 26, 2023 8:41 AM  
**To:** Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>  
**Cc:** Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Gunnar Fridriksson <Gunnar.Fridriksson@ci.bremerton.wa.us>; Vicki Grover <Vicki.Grover@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** RE: Transportation Comp Plan & Council Questions

Councilor Mockler – the attached responses to your questions below were coordinated with Engineering.

**Tom Knuckey, P.E.**

Director of Public Works & Utilities  
City of Bremerton  
Desk (360) 473-2376/Cell (360) 710-0039  
[thomas.knuckey@ci.bremerton.wa.us](mailto:thomas.knuckey@ci.bremerton.wa.us)

---

**Preliminary Comments on the Transportation Comprehensive Plan (TCP) (Comments from email on 9-15-23)**

1. It is based in part on the Joint Compatibility Transportation Plan (p.16, TCP), which has not yet been presented to or approved by Council, though its schedule called for that 9/13. I forwarded questions on it to Katie Ketterer, the JCTP project manager, Dir. Knuckey & Council, on September 6th. I've had no reply. I've pasted the text of that email at the end of this one, and my fuller review as an attachment. Using an unapproved Plan as the basis for an unreviewed & thus unapproved plan seems unusual.

Councilor Mockler's comments on the JCTP have been addressed separately.

The comprehensive plan (specifically the Transportation Element, or TE) is not based on any other planning documents. The TE stands alone as the top, overarching planning document for transportation in the city. All other planning documents (JCTP, SR 303 Corridor Study, sub-area plans etc.) are to be "coordinated" with the TE; meaning we should be consistent in our message/vision and projects with all other planning documents adopted by the city. The JCTP and other planning documents other than the TE have a specific focus. JCTP looks at how the shipyard operations and traffic affect COB, for example.

2. Serious question about the underlying assumption on pp. 10 and 12, Subtasks 02.02 and 03.03, Developing PM and AM Peak Hour Traffic Model. This calls for modeling 4-6pm and 7-9am. These are normal rush hours in most places. People who live in Bremerton know that rush hours are driven by shipyard shifts. One major shift is from 7am-4:02pm.

Another starts earlier and ends 2:30-3pm. Actual peak hours should be determined by empirical observation.

When we get to this task, we will look at the “standard” rush hour time frame as well as impacts of the shipyard traffic on traffic patterns. This will be considered and discussed with the traffic engineer that maintains and operates the city’s model (TDM). We will change this language to AM and PM and leave out the time frame to be determined later.

3. Throughout, the TCP references 75 intersections that will be studied. It does not provide a map of them to enable full review.

The exact intersections will be established in coordination with the traffic engineer as part of this work effort. The number is based on the number of intersections we collected data for during the initial build of our Traffic Demand Model in 2018, and we need to collect new data to calibrate the model to current conditions. The studies will be at arterials and collectors with signalized or stop controlled intersections. We do not evaluate residential streets here. It is not typical to provide maps in a scope of work for a comp plan.

4. Task 5 calls for evaluating the 6-year future transportation system. Is this the same as the 6-year TIP that Council reviewed this summer?

No, Task 5 is an evaluation for capacity and verifies concurrency at the 6 year mark for projected traffic. If elements fail the level of service standard, then a project will be added to the list of projects to address the issue. The TIP is a much broader and more comprehensive document that incorporates non-capacity related projects.

5. The TCP is written throughout in obfuscatory jargon, very difficult to understand. We all use the language of our specialties, but a document intended for review by the public should strive to translate jargon into plain language to expedite and facilitate review. Here is a sample, from the first subtask under Task 7: "Meet with City staff to discuss the efficacy of the City’s existing concurrency program to determine if a modified or revised program should be examined. Meeting topics will include identification of areas where modifications may be needed to improve implementation or efficiency of the existing program, as well as needed transportation improvements to meet concurrency requirements and how they may inform potential changes to the concurrency program."

While the document is intended for Council approval through a public process, it is a technical scope of work that is not intended for public review. The language used in the Scope of Work is typical in these types of documents, and it is not standard for the public to review an engineering scope of work for content. Staff will be happy to explain the intent of any of the various scope tasks that are unclear.

6. Virtual Open Houses are called for, whereas Council has repeatedly requested Public Works hold in-person Open Houses.

Both formats have merit, and staff are not aware that Council had a strong preference for in-person open houses. Virtual open houses were identified for the following reasons:

- Better attendance which ties into equity. Residents have more flexibility to attend, do not need to drive, arrange day-care, etc.
- Better record of the event as it is recorded and can be posted as part of the record for the project.
- Ability for everyone to hear the same message, not having multiple conversations where a comment may be missed.
- Ability for persons unable to attend to listen to the message and post comments at a later date.

A clear consensus from the Council would be appreciated, and either in-person or virtual open houses can be provided.

7. Public outreach at local events (Subtask 2.07, p. 7 of the TCP) appears to ignore City's efforts to increase diversity and inclusion.

Public outreach is an essential part of this process. The city is already receiving public comments regarding transportation on the city's comprehensive plan website. This website has been collecting comments since the beginning of the year.

8. Online surveys can be completed anonymously, though TCP laudably notes efforts to filter out bots (p.8) Anonymous responses lack the saliency of mailings to all Bremerton residences, which will likely yield better Bremerton-specific results Especially since TCP is based on JCTP, whose Community Sounding Board, which conducted public outreach, included no Bremerton organizations and only two known Bremerton residents: Mayor Wheeler and Garrett Jackson of DCD.

As stated, the Transportation Element to the Comprehensive Plan is not based on the JCTP. Mailings are included in the Scope of Work.

9. The underlying assumption expressed by Mayor Wheeler during our 9/13 meeting is contrary to most anecdotal experience: fast-moving arterials do NOT reduce speed on residential streets. Drivers turning off Kitsap Way onto Callow, or 13th, or Marine Drive, or other residential streets, are typically still moving at 35mph or more. Please provide peer-reviewed evidence of this assumption.

This is not a comment on the Scope of Work. No action taken.

10. Why are pedestrians, bikers, strollers, scooters, etc. not considered traffic? On the many City roads that lack sidewalks, some with posted speeds of 35mph, e.g., National Ave, all of these move within and adjacent to motorized lanes.

Vehicles, trucks, buses are termed "traffic" and pedestrians, bikers, strollers etc. are termed "multi-modal". This will be addressed when considering the LOS for the various modes of travel, specifically in this effort it will be vehicles, bikes, and pedestrians.

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

**Sent:** Friday, September 15, 2023 12:25 PM

**To:** City Council <City.Council@ci.bremerton.wa.us>

**Cc:** Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Gunnar Fridriksson

<Gunnar.Fridriksson@ci.bremerton.wa.us>; Vicki Grover <Vicki.Grover@ci.bremerton.wa.us>

**Subject:** Re: Transportation Comp Plan & Council Questions

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10. Why are pedestrians, bikers, strollers, scooters, etc. not considered traffic? On the many City roads that lack sidewalks, some with posted speeds of 35mph, e.g., National Ave, all of these move within and adjacent to motorized lanes.
11. These are just some preliminary questions. I hope to add more by the morning of Tuesday, 9/19.

**Text and attachments of 9/6/2023 email sent by Anna Mockler to Katie Ketterer. Cc'd: Dir Tom Knuckey, City Council.**

 [230815 JCTP PWC Presentation.pdf](#)

Good morning, Katie. I apologize for the delay in getting back to you. Thank you for the information on public comments, also available on City website on JCTP page: <https://www.bremertonwa.gov/1228/Joint-Compatibility-Transportation-Plan>. I've attached your August presentation to PWC Committee, which contains the projects I refer to below.

Well done you all on \$75K City match to \$675K DOD.

Where is the info on phasing, prioritization, costs per sub-project? The scope is vague on some of these, like C29 and AT1. Where is a key to the sub-projects' code, e.g., what kind of project is AT?

How is livability defined? Very clear how 6th St Road Diet & Naval Ave re-channelization contribute to Bremertonians' livability, also the residential parking permits. Less clear on many other sub-projects. Often it seems that commuters' drives being fast & smooth are called livability.

There are many adaptive signals specifically called out, and SR 303 study (C29) calls for many. WSDOT's own website says they "work best at high-volume intersections that have variable or

unpredictable traffic patterns and require multiple signal timing solutions.” That doesn’t appear to be the case here. WSDOT goes on to talk about cost: “Adaptive signals represent the highest cost of any signal coordination solution because it relies on a significant level of technology to measure the current traffic conditions and make timing decisions in real-time. It also requires dedicated staffing and funds to operate the system.” This sounds very, very pricey. NACTO prefers fixed signals for urban roads: "Fixed, rather than actuated, signals are preferable in urban areas to increase the predictability of the urban environment and ensure consistent opportunities for pedestrian crossings and cross traffic.”

The Community Sounding Board, which developed the JCTP, and apparently conducted the Public Outreach, doesn't appear to include any representatives of Bremerton community. Why were none included?

Thank you and all involved for a long, complicated job of work. And thank you in advance for educating me about transportation planning. I truly appreciate.

Yours,  
Anna

Anna Mockler  
Bremerton City Councilor, District Six  
Chair, Public Works and Audit Committees



## The Joint Compatibility Transportation Plan Review by Anna Mockler

### SUMMARY

- The JCTP is \$675K from DOD and \$75K from COB, a favorable City match.
- Phasing and prioritization of projects are not stated. Costs are not included. Scope is often vague (C29, AT1, etc.).
- Most importantly, the JCTP favors capacity – cars moving fast and smoothly – over livability – walkers, wheelchairs, bikes, strollers getting to where they need to go. Livability is the quality of life of people who live here. Not the quality of commuters' drives.
- The Community Sounding Board, with no representatives from Bremerton community, chose these projects. I think we should review these projects very carefully before approving the JCTP.

### DISCUSSION

The choice here is between livability and capacity/accessibility. For PSNS, getting workers to and from the shipyard as fast as possible is the goal. Council clearly said that a livable, walkable Bremerton is important to the people we represent. We chose livability, and the JCTP says it prioritizes it. However, many parts of the JCTP favor accessibility.

### SPECIFICS

Some sub-projects, like 6th St Road Diet, and Naval Ave re-channelization, turn 4 lane roads into 3-lane roads with bike lanes. That's a win for multi-modal transportation. Still no shade trees, though. Requiring residential permits to park in neighborhoods near PSNS is a win for livability.

Most projects don't clearly foster livability. Some, like C29, state outright that their intent is to build capacity, per the SR303 study (2022), which recommends many adaptive signals.

### ADAPTIVE SIGNALS BAD FOR NON-MOTORIZED TRAFFIC

Adaptive signals, which WSDOT says "work best at high-volume intersections that have variable or unpredictable traffic patterns and require multiple signal timing solutions." That doesn't appear to be the case here. WSDOT goes on to talk about cost:

"Adaptive signals represent the highest cost of any signal coordination solution because it relies on a significant level of technology to measure the current traffic conditions and make timing decisions in real-time. It also requires dedicated staffing and funds to operate the system." That sounds really, really pricey.

Adaptive signals, which The Urbanist says discourage pedestrians, especially those with mobility issues, and prioritize moving cars over non-motorized transport.

NACTO (Nat'l Assn of City Transportation Officials) dislikes adaptive signals in cities: "Fixed, rather than actuated, signals are preferable in urban areas to increase the predictability of the urban environment and ensure consistent opportunities for pedestrian crossings and cross traffic."

[\(https://tsmowa.org/category/intelligent-transportation-systems/adaptive-signals-coordination-integration-timing/\)](https://tsmowa.org/category/intelligent-transportation-systems/adaptive-signals-coordination-integration-timing/)

[\(https://www.theurbanist.org/2018/09/06/eleven-ways-adaptive-signals-frustrate-discourage-and-endanger-people-who-walk/\)](https://www.theurbanist.org/2018/09/06/eleven-ways-adaptive-signals-frustrate-discourage-and-endanger-people-who-walk/)

<https://nacto.org/publication/urban-street-design-guide/intersection-design-elements/traffic-signals/signalization-principles/>

There are several adaptive signal sub-projects in the JCTP: C-35, adaptive signals at 19 intersections along Kitsap Way, 6th and 11th St. C-38 calls for adaptive signals along Burwell. C26 is a Traffic Mgmt Ctr with cloud-based IT infrastructure.

From: jane Rebelowski <[janerebelowski@yahoo.com](mailto:janerebelowski@yahoo.com)>  
Sent: Tuesday, September 19, 2023 1:57 PM  
To: Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>; Michael Goodnow <[Michael.Goodnow@ci.bremerton.wa.us](mailto:Michael.Goodnow@ci.bremerton.wa.us)>; Eric Younger <[eric.younger@ci.bremerton.wa.us](mailto:eric.younger@ci.bremerton.wa.us)>; Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>  
Subject: Proposed Parametrix contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am extremely concerned with the contract as negotiated by staff with Parametrix for the Transportation element including the update for Active Transportation.

Although there are numerous elements of the contract I disagree with the public participation element is the most egregious.

In the recent past ( example Warren Ave Bridge) survey questions were extremely leading. It appeared staff had concluded what solutions they preferred and lead survey respondents to staff preferences.

“Local events” as described in outreach plan are regional in nature, not local. I have lived in Bremerton for 25 years, never once have I or even 25% of Bremerton residents attended the Holiday Gift and Food Fair or an expensive holiday market at the conference center. Bremerton residents attend Art Walks in Manette, Charleston and downtown. We go to local coffee shops and obviously we do not go to the Farmers Market during your outreach period in the winter months.

As evident by return to face-to-face Council meeting attendance, zoom only “Open House” does not improve public participation. We have seen a tremendous increase in public participation once in person meetings were reestablished.

It appears by this negotiated contract that city staff do not want participation. I will be asking council and the general public to not approve this contract as “negociated” by staff.

Jane Rebelowski

Sent from my iPhone

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A5**

**SUBJECT:**

Resolution to repeal Resolution No. 3349;  
and adopt updated Council Rules &  
Procedures

Study Session Date: September 27, 2023

COUNCIL MEETING Date: October 4, 2023

Department: City Council

Presenter: Council President  
Jeff Coughlin

Phone: (360) 473-5280

**SUMMARY:**

The Council Rules & Procedures were last updated by Resolution No. 3349 on May 18, 2022.

Discussion on this item has been continued from Study Sessions held previously on June 28, July 12, July 26, and August 23.

**ATTACHMENTS:**

- 1) Resolution No. \_\_\_\_\_ with Exhibit A Council Rules & Procedures
- 2) Proposed Updates
- 3) Agenda Control Information Compiled by Jeff Coughlin

**FISCAL IMPACTS (Include Budgeted Amount):** None.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve Resolution No. \_\_\_\_\_ to repeal Resolution No. 3349; and adopt new Bremerton City Council Rules & Procedures.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, repealing Resolution No. 3349 and adopting new Rules & Procedures for the City Council to conduct its business.

WHEREAS, the City Council adopted Resolution No. 3349 on May 18, 2022, which adopted Rules & Procedures for the City Council to conduct its business; and

WHEREAS, the City Council desires to update the Rules & Procedures for the City Council;  
NOW THEREFORE,

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

**SECTION 1.** Resolution No. 3349 is hereby repealed in its entirety.

**SECTION 2.** The Bremerton City Council Rules & Procedures attached hereto as Exhibit A are hereby adopted and shall become effective upon passage of this resolution.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

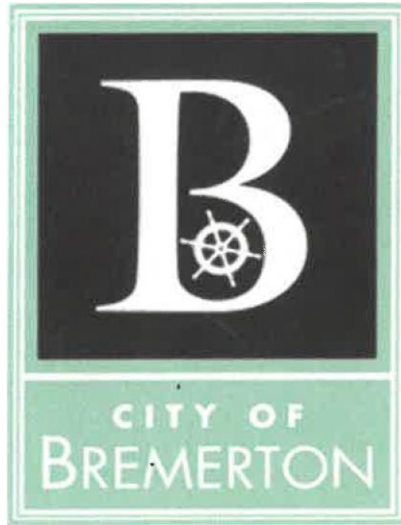
ATTEST:

\_\_\_\_\_  
KYLIE FINNELL, City Attorney

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

# Bremerton City Council

## Rules & Procedures



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## **RULE 1 - MEETINGS**

**1. Regular Meetings:** The City Council shall meet in accordance with Rule 5, except as follows:

- (a) There shall be no regular meeting of the City Council during the week of Thanksgiving.
- (b) If at any time any regular meeting of the City Council falls on a legal holiday, then pursuant to RCW 42.30.070 such regular meeting shall be held on the next business day.
  - i. Upon a motion, and majority vote, the Council may recess from a meeting to a certain time and place set forth in the motion.
  - ii. Meetings may be relocated to accommodate special needs or circumstances.

**2. Special Meetings:** Special Meetings or any change in the time or location of a regular meeting shall be called by the Council President, or a majority of the members of the City Council, by delivering personally or by mail or e-mail, written notice to each member of the Council; and to each local newspaper of general circulation, and to each local radio or television station which has on file with the City a written request to be notified of such Special Meeting or of all Special Meetings. The notice must be delivered personally or by mail, or e-mail at least twenty-four hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings. Written notice may be dispensed with:

- (a) If a member, prior to the convening of the meeting, files waiver of notice with the City Clerk, either written or by e-mail; or
- (b) If a member is actually present at the time the meeting convenes; or
- (c) If the Special Meeting is called to deal with an emergency involving injury or damage to persons or property, or the likelihood of such, where these requirements would increase the likelihood of such injury or damage. (RCW 42.30.080).

**3. Quorum:** Four Council Members shall constitute a quorum for the transaction of business and in the absence of a quorum the members present may adjourn the meeting to a later date.

**4. Open Public Meetings Act:** All Council meetings shall be conducted in conformity with the Open Public Meetings Act (RCW 42.30).

**5. Appearance of Fairness/Conflict of Interest:** In all its dealings, the Council and its individual members shall be governed by RCW 42.36 (Appearance of Fairness Doctrine); RCW 42.20 (Misconduct of Public Officers) and RCW 42.52 (Ethics in Public Service) and Chapter 2.96 BMC (Code of Ethics).

**6. Executive Sessions:** The Council may hold Executive Sessions during a regular or Special Meeting to consider matters allowed under RCW 42.30.110 as it now exists or is hereafter amended including:

- (a) consideration of acquisition or sale of real property if public knowledge would adversely affect the price;
- (b) discussion with legal counsel of City enforcement actions or potential or pending litigation in which the City is, or is likely to become, a party;
- (c) to receive and evaluate complaints against a public employee, unless the employee requests the consideration to be held in an open meeting;
- (d) evaluate the performance of an employee or qualifications of an applicant for City employment, so long *as* the final decision to hire and terms of employment, and decisions to terminate or discipline, are taken in an open meeting;
- (e) to review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs; and
- (f) to evaluate the qualifications of a candidate for appointment to elective office.

See RCW 42.30.110 for complete itemization of Executive Session topics.

Before convening in Executive Session, the presiding officer shall announce the purpose of the session and the anticipated length of such session, and whether further action is anticipated. Should the session require more time, a public announcement shall be made that the session will be extended. The Council will return to the open meeting, as applicable, for Adjournment of the meeting. Confidential discussions during Executive Sessions shall not be disclosed by any Council Member or City official in attendance to any person unless confidentiality is waived by a majority of the Council. Violation of confidentiality may result in a censure motion by the Council during a regular meeting.

**7. Remote Appearance:** Council Members may appear remotely at a Council Meeting under limited circumstances. Remote appearances are for the benefit of the City of Bremerton and not for the benefit of an individual Council Member. Remote appearances may occur as follows:

- (a) The Council President may approve a Council Member's remote appearance at a Council Meeting when one or more of the following circumstances exists:
  - i. Due to fire, flood, earthquake, or other emergency, there is a need for action by a governing body to meet the emergency; or
  - ii. A vote of the council of the whole is required for action; or
  - iii. A unanimous vote of the whole council is required for passage of a measure; or
  - iv. On a case-by-case basis.

(b) In the event that subsection 7(a) of Rule 1 of the Bremerton City Council Rules & Procedures has been satisfied and more than one Council Member is absent, reasonable efforts shall be given to provide all absent members an opportunity to appear remotely. In no event shall the Council President approve a Council Member's remote appearance unless satisfactory equipment is available. Satisfactory equipment shall at a minimum, mean equipment that allows all participants and attendees to hear each other simultaneously and allows the remote Council Members to participate to the same extent as if they were present.



(c) During any meeting that a Council Member is attending remotely, the Council President or presiding Council Member shall state for the record that a particular Council Member is attending remotely and the reasons for such attendance.

(d) Council members appearing remotely may participate and vote during the meeting as if they were physically present at the meeting.

(e) Council Members appearing remotely shall comply with all rules and procedures as if they were physically present at the meeting.

## **RULE 2 - PRESIDING OFFICER - DUTIES**

**1. Conduct of Meeting:** The presiding officer at all meetings of the Council will be the President of the Council, or in the absence of the President, the Vice President of the Council, who shall conduct the business and deliberations of the Council under these rules. Reference herein to Council President shall also apply to the Council Member acting in the Council President's place as presiding officer. The *President/mayor pro tempore* and Vice President shall be elected by a majority of the Council Members at the start of the first meeting of each year, or at the next Council Meeting following a vacancy. If both the President and Vice President are absent and a quorum is present, the Chair of the **Finance, Investment, & Parking Committee** shall act as Presiding Officer. If the Chair of that Committee is unavailable, the Chair of the **Public Works Committee** shall act as presiding officer.

The Council President shall:

(a) Preserve order and decorum during meetings; and

(b) Observe and enforce all rules adopted by the Council for its government; and

(c) Decide all questions on order, in accordance with these rules, subject to a challenge as provided in Rule 6 Subsection 4, below; and

(d) Recognize members of the Council in the order in which they request the floor except priority may be given to Committee Chairs to which the item under discussion originated. No member shall be recognized and given the floor to speak on the same matter more than once until all other members of the Council have had an opportunity to be recognized and be heard; and

(e) The presiding officer, as a member of the Council, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Council Members.

**2. Check Register:** The Council President shall be assigned the responsibility for signing off on the Check Register, following Council approval.

**3. Council Committees:** The Council President shall make all committee assignments, as well as Intergovernmental Representative assignments. To the degree possible, assignments will be consistent with special skills, interests, and time constraints. Assignments will be made to the following:

(a) Standing Committees:

~~i. Committee of the Whole consisting of the full council membership, with the Council President as chair, to serve the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday as a regularly scheduled Study Session in the Council Conference Room, or other times and locations as designated, to hear matters to be placed on the regular Council Meeting agendas and other council business; and~~

~~ii. Finance, Investment & Parking Committee to serve as directed by~~

the Council President; and

~~iii~~.ii. Public Works Committee to serve as directed by the Council President; and

~~iv~~.iii. Public Safety Committee to serve as directed by the Council President; and

~~v~~.iv. Audit Committee per the City Charter and Chapter 2.18 BMC; and

~~vi~~.v. Lodging Tax Advisory Committee per Chapter 67.28 RCW and Chapter 3.64 BMC.

The above listed standing committees may be restructured or reorganized as authorized and approved by the City Council without formal amendment of these rules and procedures.

(b) *Special and Ad Hoc Committees* - May be established for a specific purpose or a specific time frame to serve as authorized by the Council President.

(c) *Intergovernmental Committees, Commissions, and Boards* - Established committees, e.g., Kitsap Regional Coordinating Council.

### RULE 3 - COUNCIL MEMBERS

- 1. Comments:** Council members shall address all comments to the Council President, except when a member moves to adopt a resolution, or when a member seconds a motion.
- 2. Leaving Place:** No member shall leave his or her place while a question is being put or a count is being taken.
- 3. Voting:** A vote on any matter shall be taken by roll call and any member may abstain from voting.
- 4. Questioning:** Any member of the Council, including the Council President, shall have the right to question any individual, or staff member, on matters germane to the issue before the Council. Such questioning shall not be conducted so as to ridicule or denigrate the individual being questioned.
- 5. Information Requests:** A Council member may seek clarification or additional information before voting on an issue. If such request delays consideration to another date, approval of a majority of the Council is required.

### RULE 4 - AGENDA CONTROL

**1. Agenda Control:** Consideration of any subject, matter, or communication by the Council may be initiated by the Mayor, Judge, or any Council Member in accordance with the Agenda Bill Policy. ~~All written materials supplementing an agenda bill should be filed with the City Clerk and presented to the Council Legislative Office Manager for distribution to the Council Members.~~ The Council President may

reject any agenda item not complying with this procedure, or allow items to be added to Study Session or Regular Business meetings with exceptions granted on a case-by-case basis. Upon presentation at a Study Session, the Council as a whole may (a) decline further consideration, ~~or~~ (b) request information or changes before further consideration, or (c) place the item on a Regular Business meeting Consent Agenda, or under Public Hearing or General Business.

**2. Removing Items:** At the Briefing, or at any time prior to the start of a meeting, any item may be removed from the Agenda for any reason upon the request of any Council Member. However, two Council Members may demand the item be reinstated to the Agenda. The item shall be brought before the Council as regular business on the Agenda and only tabled, continued, or rejected by majority vote.

## **RULE 5 - REGULAR COUNCIL MEETINGS - ITEMS OF BUSINESS**

**1. Regular Business Meeting:** A Council Briefing to discuss the Agenda and/or General Council Business may be held at 5:00 PM in the Council Conference Room unless a different location is designated. The Council Meeting shall meet in the designated First Floor Meeting Chambers, unless a different location is so designated, on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 5:30 PM or at such other day and time as designated by ordinance. The Council Meeting may consist of the following items with the sequence and any other items added or removed as determined by the Council President:

- (a) Call to Order  
-Pledge of Allegiance (*for special occasions*)
- (b) Mayor's Report (per §19(5) of City Charter)
- (c) Consent Agenda
- (d) Public Recognition (30 minutes max; may continue after General Business)
- ~~(d)(e)~~ Response to Public Recognition (2 minutes max per Councilmember)
- ~~(e)(f)~~ Public Hearings
- (g) General Business
- ~~(f)(h)~~ Continuation of Public Recognition (if needed and as time allows)
- ~~(g)(i)~~ Council Member Reports (5 minutes max per Councilmember)
- ~~(h)(j)~~ Adjournment

**2. Study Session:** The Study Session shall meet in the designated Council Conference Room, unless a different location is so designated, on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month at 5:00 PM or at such other day and time as designated by ordinance. The Study Session shall consist of the following items with the sequence and any other added items as determined by the Council President:

- (a) Briefings on Agenda Items
- (b) Other General Council Business as authorized by the Council President
- (c) Adjournment

**3. Executive Session/Recess:** The agenda may be interrupted for a stated time to adjourn to Executive Session or recess at the prerogative of the Council President, unless overruled by Council majority.

4. **Consent Agenda Items:** Any Council member may request a Consent Agenda Item be moved to the regular agenda, for which no second is required.
5. **Agenda Rearrangement:** The Council President may rearrange, change the sequence, or add to or remove items from the Agendas outlined in Rule 5, Subsections (1) and (2) above.
6. **Regular Council Meetings Televised:** The Regular Council meetings shall be televised unless otherwise directed by Council.

## **RULE 6 - DEBATES**

1. **Interruption:** No member, including the Council President, shall interrupt or argue with any other member while such member has the floor.
2. **Courtesy:** All speakers, including Council Members, during comments, discussion, or debate of any issue, shall address their comments to the Council President with courtesy and proper deportment. Comments shall not contain personalities, derogatory remarks, or insinuations toward any member of the Council, Staff, or ~~and~~ Public, but shall be confined to facts that are germane and relevant to the issue.
3. **Transgression:** Upon transgression of these rules, the Council President shall call such person to order, in which case that person shall be silent except to continue in order. If the Council President transgresses these rules, or fails to call a transgressor to order, any other member of the Council may, under a point of order, call the transgressor to order.
4. **Challenge to Ruling:** Any member of the Council shall have the right to challenge any action or ruling of the Council President, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Council President, shall govern.

## **RULE 7 - PARLIAMENTARY PROCEDURE**

**Procedure Guide:** Robert's Rules of Order shall be used as a guide to govern the conduct of business of the City Council while in Legislative session. However, the Council President shall have the authority to make a final ruling on all issues of procedure, subject to Rule 6, Subsection 4 of these Rules.

## **RULE 8 - ORDINANCES - RESOLUTIONS**

1. **Actions:** Any action of the Council shall be by ordinance, resolution or motion and shall be conducted only in open public meetings unless otherwise provided by law. Such action shall be deemed approved by an affirmative vote of a majority of those Council members present, unless

otherwise provided by law. Any such action shall contain only a single subject matter and may not be amended to include a different subject.

**2. Submittal:** No ordinance shall be submitted to the Council for consideration until approved as to form and legality by the City Attorney and copies have been furnished to Council Members and the City Clerk. No such ordinance shall contain any interlineations or marginal notes.

**3. Presentations:** Reading of ordinances and resolutions at all Council meetings shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance or the purpose of the resolution. The full text of an ordinance or resolution under consideration by the Council will be provided to any member of the public upon request.

**4. Reading of Ordinances:** Every ordinance shall have one reading except that, upon a request of a Council Member, an ordinance shall have two or more readings unless otherwise directed by the Council.

## **RULE 9 - MISCELLANEOUS**

**1. Agenda:** By direction of the Council President, the Legislative Office Manager shall prepare the Agenda for each session of the Council in regular order in accordance with these rules, which order shall not be departed from, except as provided in these rules. Such Agenda shall include all resolutions, ordinances and matters requested by any Council Member, or the Mayor, with no items deleted from the Agenda except as provided in Rule 4 of these rules.

**2. Public Comment on Agenda Items:** Any person is provided an opportunity to comment on any Agenda-Public Hearing or General Business item at the time the item is discussed and prior to a vote by the Council. Public Comment may also be accepted when an amending motion is made by a member of Council and seconded, at the discretion of the Council President. Such remarks must be confined to those that are germane and relevant to the item being discussed and shall be subject to a time limit. If numerous speakers are addressing the issue, the Council President may further restrict speaker time. Written comments shall, to all intents and purposes, be considered the same as oral comments. Comments on Consent Agenda items must be submitted in writing and received by noon on the day of the meeting.

**3. Public Recognition:** Any member of the public is provided an opportunity to address the Council and the Mayor on issues not on the Agenda. No member of the public shall engage in discussion or comment which a) is obscene, indecent, or libelous; b) promotes the sale of products or services; c) promotes any lottery or contest which offers prizes dependent in whole or in part upon lot or chance. It is suggested that questions from the public posed to the Council that cannot be answered at the Council meeting should be put in writing in order to receive a written response from the appropriate party or parties within a reasonable time. Letters addressed to City officials will not be read in Public Recognition unless an exception is granted by Council President based upon exceptional circumstances. Argumentative Rebuttal is not permitted during Public Recognition.

**4. Ballot Issues:** During the election period, beginning on the deadline for elective office or ballot issues, or from the time an individual announces candidacy, whichever comes first, through the November General Election, all announcements or advertising concerning candidates are prohibited. Discussion of ballot issues is prohibited after the issue has qualified for the ballot. Meetings for political parties may be announced, with the exception of fundraising events (e.g., dinners, drawings, etc.) or meetings where the title of the function expresses support or opposition for any candidate, political party, or issue.

**5. Public Hearings:** The Council President may allocate the time allotted to Public Hearing equally among the members of the public who wish to speak.

**6. Complaints:** Personal complaints, especially those of a derogatory nature against any official or employee of the City shall not be discussed at a Council meeting. Citizens wishing to make such complaints shall be instructed that the same should be first processed and handled through the Mayor's office. Then, if the citizen feels appropriate action has not been taken, it shall be proper for the complaint to be communicated in writing to the members of the Council. Complaints against a Council Member shall be submitted to the Council President. If the complaint is against the Council President, the complaint shall be submitted to the Vice-President. Acceptance by the Council of a written complaint shall not, however, give rise to public discussion thereon. The City Attorney should be consulted regarding confidentiality, rights to privacy and other legal concerns.

**7. Amendments to Rules & Procedures:** Amendments to these rules shall be made by resolution of the Council.

**8. The City Clerk:** The City Clerk, or duly authorized representative, shall attend all business meetings of the City Council and maintain a permanent journal of its proceedings. All votes shall be recorded by calling the names of each member on a positional rotation basis with Council President's vote called last.

**9. Maintain Record:** All of the regular and special meetings of the City Council and each and every part thereof shall be recorded electronically. These records shall be maintained for a period in conformance with Chapter 40.14 RCW.

**10. Prepare Minutes:** Subsequent to each meeting, the Legislative Office Manager shall prepare brief and concise action minutes of all Council meetings and submit the same to the Council for approval. Such minutes shall contain an accurate resume of official Council actions, with reference to all matters before it.

**11. Verbatim Transcript:** No member of the Council, nor any member of the administrative staff of the City, shall be empowered or authorized to require the Legislative Office Manager to insert in said official minutes any verbatim transcript of all or any part of the proceedings. Verbatim transcripts shall be made a part of the minutes only when authorized by a majority vote of the entire Council, made at the meeting wherein such verbatim request is made.

**12. Non-Compliance with rules and Waiver:** Failure of a Council member to challenge the non-compliance of Council proceedings with any rule or procedure herein, prior to the vote or other action taken on the item under consideration, shall constitute a waiver and such non-compliance shall not affect the outcome of any action taken by the Council unless such compliance is required by law.

**13. Council Comments:** No Council Member may advertise or promote a private business or enterprise during Council meetings except that Council Members may make announcements to welcome a new business or announce special events regarding a private business or enterprise.

## **RULE 10 - COUNCIL EXPENSE REIMBURSEMENT**

Members of the City Council shall observe the Expense Reimbursement Claim Policies that have been established by ordinance or resolution. Reimbursement for travel by any member of the Council outside the State of Washington shall be made only with the prior approval of the majority of the Council. All Council Member expenses shall be subject to approval by the Council President.

## **RULE 11 - QUASI-JUDICIAL HEARINGS**

**1. Quasi-Judicial Body:** In hearing matters requiring application of law and determination of facts which predominantly affect particular parties rather than the public generally or a class or group, the Council sits as a Quasi-Judicial body. It will conduct the hearing in accordance with Rule 11 and 12.

- (a) Council President convenes hearing.
- (b) Item is introduced by City Clerk.
- (c) Council President inquires:

i. "All Council Members should now give consideration as to whether they have: 1) a demonstrated bias or prejudice for or against any party to the proceedings; 2) a direct or indirect monetary interest in the outcome of the proceedings; 3) a prejudgment of the issue prior to hearing the facts on the record; or 4) *ex parte* contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing. If any Council member should answer in the affirmative, then the Council member should state the reason for their answer at this time so that the Chair may inquire of the City Attorney as to whether a violation of the Appearance of Fairness Doctrine or a Conflict of Interest exists."

ii. "If any member of the public believes any Council member should excuse themselves due to a conflict with the Appearance of Fairness doctrine, or for another concern, please state the reasons now."

(d) Council President calls upon Administrative Staff to present the recommendation or decision of the Administrative Hearing Examiner, or other applicable commission or board, to provide a general background and to answer Council questions.

(e\*) Council President designates the length of argument to afford a fair hearing of the issues. Correspondence is read and testimony taken from proponents, then opponents and those neutral. Council may ask questions of those testifying.

(f\*) Limited questioning of opposing witnesses on technical matters by either side may be allowed in the discretion of the Council President. The City Attorney will advise the Council President when such questioning may be a lawful requirement of the hearing.

(g\*) President closes the public testimony portion of the hearing. Council deliberates and may ask questions of the presenters.

(h) A decision by motion is made. The Council may accept, reject, or modify a recommendation or decision based upon its application of code criteria and appropriate findings.

(i) No motion to rescind or reconsider the initial quasi-judicial decision may be brought by any Council member following close of the meeting.

\* Not applicable to closed record hearing.

## **RULE 12 - CLOSED RECORD HEARINGS**

### **1. Hearing Procedure:**

(a) Closed record hearings on land use applications shall be conducted in accordance with this rule. The provisions of Rule 11 are applicable to closed record hearings except as otherwise noted therein. After the appearance of fairness inquiry, the President or staff will announce that the decision will be based on materials received in evidence at the previous open record hearing of the Administrative Hearing Examiner or other applicable commission or board; minutes of the prior hearing; and the recommendation or decision from the open record hearing.

(b) The Council may consider the following limited evidence not set forth in the record:

i. The Council may take official notice of information such as any law, ordinance, resolution, rule or other fact generally known and verifiable from reliable sources.

ii. Council Members may view the area in dispute, but shall note the time, manner and circumstances of such view on the record.

iii. Council deliberates and may ask questions of the staff.

iv. A motion incorporating the decision is made. The Council may accept, reject, or modify the Administrative Hearing Examiner's recommendation based upon its application of code criteria and appropriate findings.

Dated this ~~XX~~18<sup>th</sup> day of ~~May~~July, ~~2022~~2023

~~Michael Goodnow~~Jeff Coughlin  
~~2022-2023~~ City Council President



## Agenda Control Information

Research by President Coughlin

MRSC Resources:

<https://mrsc.org/stay-informed/mrsc-insight/april-2021/setting-the-agenda-less-control-more-cooperation>

<https://mrsc.org/explore-topics/governance/meetings/agendas>

Selected passage:

“Agencies can help resolve conflicts around agenda management by remembering four ground rules:

1. the meeting belongs to the governing body, and not to the agency executive;
2. the meeting belongs to the governing body *as a whole*, and not to one individual member (even if that individual member is the presiding officer),
3. an individual member can *request*, but only a majority of the governing body can *direct*, and,
4. if a new agenda item requires unplanned staff time or resources, then the agency will need to figure out how to allocate those resources.

There is no state law directing how the agenda is prepared or modified. [RCW 42.30.077](#) only requires that agendas be made publicly available. So, every agency’s rules can be tailored to its specific needs. One constant is that the clerk is an integral part of this process.

[Benton County](#) has delegated preparation of its agenda to its county administrator, and the chair may (but is not required to) review the agenda before it is finalized. In [Clallam County](#), items are submitted to the clerk, who prepares a proposed agenda for the county administrator and the board to review. Any commissioner may submit an item, and the board chair approves the final agenda. In [King County](#), matters are submitted to the clerk by a specific deadline, but this deadline can also be waived by the chair of the council.

In some mayor-council cities and towns, such as [Davenport](#), the mayor is involved in the preparation of the agenda. [Mukilteo](#) uses a planning committee consisting of the mayor, council president, and city administrator to prepare the agenda.

In council-manager cities, the city manager is involved in preparation of the agenda. In [Sequim](#), the clerk and city manager prepare the draft agenda but it is approved by the mayor and deputy mayor. The [Puyallup](#) city manager prepares the council’s draft agenda. Two or more councilmembers can request an item be added to the preliminary agenda and council (as a whole) will vote during the meeting on whether to add these items.”

City	Government	Agenda Control Requests by Councilmembers (Summary by Jeff, except where direct quotes given.)
Bremerton (Current as written)	First Class Mayor-Council	<p>RULE 4 - AGENDA CONTROL</p> <p>1. Agenda Control: Consideration of any subject, matter, or communication by the Council may be initiated by the Mayor or any Council Member. All written materials supplementing an agenda bill should be filed with the City Clerk and presented to the Council Legislative Office Manager or Legislative Assistant for distribution to the Council Members. The Council President may reject any agenda item not complying with this procedure. Upon presentation, the Council as a whole may decline further consideration or request information before further consideration.</p> <p>2. Committee or Study Session Review: Each Agenda Bill item shall be presented to a Council Committee or the City Council at a Study Session.</p> <p>3. Removing Items: At the Briefing, any item may be removed from the agenda for any reason upon the request of any Council Member. However, two Council Members may demand the item be reinstated to the agenda. The item shall be brought before the Council as regular business on the agenda and only tabled, continued or rejected by majority vote.</p>
Spokane	First Class Mayor-Council	There is a sheet to fill out. All items require at least one Council Member to sponsor. Resolutions and Ordinance require two.
Tacoma	First Class Council-Manager	Any Council Member or City Manager may put any matter, resolution, or ordinance on agenda.
Bellingham and Aberdeen	First Class Mayor-Council	Unclear.
Everett	First Class Mayor-Council	<p>"PROCEDURE FOR COUNCIL INITIATED LEGISLATION</p> <p>To promote the orderly development and consideration of proposed legislation and the efficient use of staff time, Council will initiate legislation as follows: Council members may seek confidential legal advice from the City Attorney to draft an outline of their proposed legislation for consideration at a Council meeting. Following Council discussion, the City Attorney will prepare a draft ordinance or resolution if a request is made by two or more members at a council meeting. Once the legislation has been prepared, the Council President/presiding officer will place it on the Council agenda for discussion. Provided, however, the obligations of this section shall be consistent with the Washington Court Rules for Rules of Professional Conduct, State law, the Charter and City Ordinances."</p>

# Proposed Council Rules & Procedures Update

- Update Public Recognition to be 30 minutes with additional time allocated, if needed, before Council Reports.
- Add 2-minute response to Public Comment.
- Update for Consent Agenda Public Comment to be written only.
  - Allows for Council to get comments ahead of time and pull any item to General Business if desired.
- Update to allow public comment on amending motions, at CP's discretion, per Robert's Rules and OPMA.

# Proposed Council Rules & Procedures Update

- Clarify use of Agenda Setting Process for Mayor, Judge, or Council Members to all use same Agenda Bill Policy.
  - Same requirements and procedure to put an item on the Study Session Agenda.
- Clarifying language that CP may authorize exceptions to Agenda Bill Policy (but still only deny an item if it violates policy.)
- Clarifying language of actions that Council may take at Study Session regarding an item.
- Removed confusing language regarding "Committee of the Whole".

# For consideration, but not yet included

- Members may abstain only for specific conflict. Poulsbo Example:
  - "VOTES ON MOTIONS: Each member present shall vote on all questions put to the Council except on matters in which he or she has been disqualified for a conflict of interest or under the appearance of fairness doctrine, or in which he or she has been granted leave to abstain by the City Council in advance and for a stated reason. Such member shall disqualify himself or herself prior to any discussion of the matter and shall leave the Council Chambers."
  - "FAILURE TO VOTE ON A MOTION: Any Councilmember present who fails to vote without a valid disqualification or without having otherwise received the Council's permission to abstain shall be declared to have voted in the affirmative on the question."
- Require a second to move an item from Consent Agenda to General Business.

**Published for  
July 12, 2023  
Study Session**

**Item B6 – Public Comments**

**From:** [Jeff Coughlin](#)  
**To:** [Robin Henderson](#)  
**Cc:** [City Council](#); [Kylie Finnell](#)  
**Subject:** Re: Limiting public comments  
**Date:** Monday, July 10, 2023 2:10:11 PM

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Hi Robin,

That is not accurate.

Study sessions have been and will continue to be available to the public to attend in-person or view remotely via Zoom or the recording. I have not heard nor seen any proposal to change this. While not legally required, Council and IT staff worked hard this past year to set up Zoom/remote capability in our conference room because the Council wanted to expand access and transparency.

Public comment is not only continually encouraged, but legally required via the WA Open Public Meetings Act, on any action the Council considers during general meetings.

The only possibly related proposals up for discussion are:

- 1) To add clarifying language (it's already allowed) that in the rare case we have a large number of folks who want to speak at Public Recognition --- which are comments on things not on the agenda --- we can take a break after say 30 minutes and then continue it at the end of the meeting, to ensure we are able to get to the items on the agenda in a timely manner.
- 2) Make public comments to items on the consent agenda (routine, non-controversial items that have unanimous Council support at a Study Session) due by Noon the day of the general meeting they are to be voted on. This would be to ensure that if there is any substantial public comment on any consent agenda item, Council has the ability to pull it to general business for extra discussion and public input.

Thanks for checking in and helping combat misinformation.

I'm CC-ing Councilmembers and our City Attorney for awareness.

Cheers,  
Jeff

--



**Jeff Coughlin, PhD**  
**Councilmember, Dist. 3**  
**2023 Council President**

*This e-mail and further communication may be subject to public disclosure, if requested under the Washington Public Records Act (RCW 42.56).*

**From:** Robin Henderson

**Sent:** Monday, July 10, 2023 1:21 PM

**To:** Jeff Coughlin

**Subject:** Limiting public comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jeff,

I just watched a Facebook video from Kimmy Siebens where she references a letter from city Council and says that you intend to propose changes to council rules limiting remote access to study sessions and public comment during meetings. Is this accurate?

Robin

Sent from my iPhone