



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

**WEDNESDAY, AUGUST 13, 2025**  
**CITY COUNCIL STUDY SESSION**  
**Starting at 5:00 PM in Council Conference Room 603**

*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@bremertonwa.gov](mailto:City.Council@bremertonwa.gov). 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 **August 20, 2025** City Council Meeting Agenda, or as indicated.*

- Members of the public may click the link below to join the webinar:  
<https://bremertonwa-gov.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. AGENDA BILL BRIEFINGS**

1. Confirm Reappointment of Gregory Dawson to the Parks and Recreation Commission – Mayor Greg Wheeler
2. Confirm Reappointment of Katherine Weigel to the Parks and Recreation Commission – Mayor Greg Wheeler
3. Change Order Request with Performance Information Technologies for the Wastewater HMI Upgrade Project – Wastewater Manager Eric Burris
4. Assignment and Assumption Agreement for Public Defense Services Agreement with Yelish, Barker, and Cunningham, PLLC – Contracts Administrator Melinda Monroe and Drew Pollom with Ogden, Murphy, Wallace PLLC
5. Renewal of Professional Services Agreement with Imperial Parking, Inc. for Parking Enforcement and Management Services – Contracts Administrator Melinda Monroe

**B. GENERAL COUNCIL BUSINESS**

1. Public Safety Committee Briefing (*Last Meeting 8/7/25*) – Chair Michael Goodnow
2. Regional and Other Committee/Board Briefings
3. Other General Council Business (*As necessary and as time allows*)

**C. ADJOURNMENT OF STUDY SESSION**



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**

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**SUBJECT:**

Confirm Reappointment of Gregory Dawson  
to the Parks & Recreation Commission

Study Session Date: August 13, 2025

COUNCIL MEETING Date: August 20, 2025

Department: Executive

Presenter: Mayor Wheeler

Phone: (360) 473-5266

**SUMMARY:** The Mayor is seeking confirmation for the reappointment of Gregory Dawson to the Parks and Recreation Commission. Mr. Dawson is currently serving on the Parks & Recreation Commission and his term will expire on September 29, 2025. The new term will expire September 29, 2028.

**ATTACHMENTS:** Application for City Boards/Commissions/Committees

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

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

**RECOMMENDED MOTION:**

Move to confirm the reappointment of Gregory Dawson to the Parks and Recreation Commission for the term expiring September 29, 2028.

**COUNCIL ACTION:**   ☐ Approve      ☐ Deny      ☐ Table      ☐ Continue      ☐ No Action

**From:** noreply@civicplus.com

**Sent:** Sunday, August 3, 2025 11:31 AM

**To:** WebMaster[WebMaster@ci.bremerton.wa.us]; Greg Wheeler[Greg.Wheeler@ci.bremerton.wa.us]; Jennifer Hayes[Jennifer.Hayes@ci.bremerton.wa.us]; Greg Wheeler[Greg.Wheeler@ci.bremerton.wa.us]; Jennifer Hayes[Jennifer.Hayes@ci.bremerton.wa.us]; AJ Engelgau-Williams[AJ.Engelgau-Williams@ci.bremerton.wa.us]; Tim Barker[Tim.Barker@ci.bremerton.wa.us]; Greg Wheeler[Greg.Wheeler@ci.bremerton.wa.us]; Jennifer Hayes[Jennifer.Hayes@ci.bremerton.wa.us]; Tim Barker[Tim.Barker@ci.bremerton.wa.us]; Colette Berna[Colette.Berna@ci.bremerton.wa.us]; Greg Wheeler[Greg.Wheeler@ci.bremerton.wa.us]; Jennifer Hayes[Jennifer.Hayes@ci.bremerton.wa.us]; Andrea Spencer[Andrea.Spencer@ci.bremerton.wa.us]

**Subject:** Online Form Submittal: Application for City Boards / Commissions / Committee

**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.

## Application for City Boards / Commissions / Committee

Date	8/3/2025
First Name	Gregory
Middle Name	Lynn
Last Name	Dawson
Home Phone	
Address1	
Address2	Field not completed.
City	Bremerton
State	Wa
Zip	98310
Occupation	retired
Employer	Field not completed.
Work Address1	Field not completed.
Work Address2	Field not completed.
City	Field not completed.

State	Field not completed.
Zip	Field not completed.
Work Phone	Field not completed.
Fax	Field not completed.
Email	
Education	I hold a Master's Degree in Social Work from the University of Washington, a B.S. in Education from Southern Illinois University, and an AA from Olympic College, as well as significant study at Western Washington University, and Post Graduate studies and Walter Reed.
Local References	Helen Havens, Kaye Moon, Bev Kincaid, Denise Frey
I am interested in serving:	ADA Committee, Arts Commission, Ferry Advisory Committee, Lodging Tax Advisory Committee, Parks and Recreation Commission, Planning Commission (18 years or older), Tree Committee
Is this an application for reappointment?	Yes
If yes, how many years have you served on this commission or committee?	2 years (one term) as a Parks and Recreation Commissioner
How long have you lived in Bremerton	72 years
Why are you applying for this appointment?	I am a Bremerton native and want to contribute my talents and efforts to the betterment of my city for all residents.
Which of your personal and / or professional interests prompted you to apply for this appointment?	I like urban parks, recreation and nature. I enjoy public art, I spent a career helping people challenged by barriers to their abilities, I am interested in public transportation options and helping the city plan for future growth and livability.
Have you ever served on any other Bremerton	I currently serve on the City of Bremerton, Parks and Recreation Commission. In the 1980's I served on the Mayor's

board, commission, committee or task force? If yes, please list.

ADA city survey committee. I also represented the city of Bremerton in Kure, Japan as part of the Sister Cities Program in 1971 and later at the International Convention in 1972 in Seattle.

Please list your qualifications for this appointment (include skills, activities, training, education):

I have many years of experience providing clinical services and supervision and in management and development of community-based human services programs as well as management experience in state and federal agencies.

What are your community interests (committee, organizations, special activities)?

I like walking, bicycling, and gardening. I am interested in increasing citizen involvement opportunities in public service and community. I am passionate about our environment and the legacy we pass on with this city, to future citizens.

Please list any accommodations you need to perform volunteer duties:

none

*We welcome your willingness to serve Bremerton.*

*Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.*

*Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.*

Updated 3/24/2020

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**AGENDA BILL**  
**CITY OF BREMERTON**  
**CITY COUNCIL**

**A2**

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**SUBJECT:**

Confirm Reappointment of Katherine  
Weigel to the Parks and Recreation  
Commission

Study Session Date: August 13, 2025

COUNCIL MEETING Date: August 20, 2025

Department: Executive

Presenter: Mayor Wheeler

Phone: (360) 473-5266

**SUMMARY:** The Mayor is seeking confirmation for the reappointment of Katherine Weigel to the Parks and Recreation Commission. Mrs. Weigel is currently serving on the Parks & Recreation Commission and her term will expire on September 29, 2025. The new term will expire September 29, 2028.

**ATTACHMENTS:** Application for City Boards/Commissions/Committees

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

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

**RECOMMENDED MOTION:**

Move to confirm the reappointment of Katherine Weigel to the Parks and Recreation Commission for the term expiring September 29, 2028.

**COUNCIL ACTION:**   ☐ Approve      ☐ Deny      ☐ Table      ☐ Continue      ☐ No Action

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**From:** noreply@civicplus.com  
**Sent:** Thursday, July 17, 2025 3:32 PM  
**To:** WebMaster; Greg Wheeler; Jennifer Hayes; Tim Barker; Colette Berna  
**Subject:** Online Form Submittal: Application for City Boards / Commissions / Committee

**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.

## Application for City Boards / Commissions / Committee

Date	7/17/2025
First Name	Katherine
Middle Name	Marie
Last Name	Weigel
Home Phone	
Address1	
Address2	<i>Field not completed.</i>
City	Bremerton
State	WA
Zip	98312-3734
Occupation	Retired
Employer	N/A
Work Address1	N/A
Work Address2	N/A
City	N/A
State	N/A
Zip	N/A
Work Phone	N/A
Fax	N/A

Email	N/A
Education	High School
Local References	Paul Gervais [REDACTED] Maria Koski [REDACTED] Joseph Sexton [REDACTED]
I am interested in serving:	Parks and Recreation Commission
Is this an application for reappointment?	Yes
If yes, how many years have you served on this commission or committee?	2 years
How long have you lived in Bremerton	19 years
Why are you applying for this appointment?	I would like to continue my position as a Commissioner for Bremerton Parks & Recreation. I believe being a volunteer makes a difference & I would like to continue to contribute to my city.
Which of your personal and / or professional interests prompted you to apply for this appointment?	I live next to Forest Ridge Park & I am involved with this park as a volunteer Steward. I have been involved with this park for the 19 years we have lived next to it.
Have you ever served on any other Bremerton board, commission, committee or task force? If yes, please list.	I have served on the Bremerton Parks & Recreation Volunteer Commission for 2 years I have volunteered with Bremerton Police Department as a Bremerton Citizens Auxiliary Patrol for almost 10 years.
Please list your qualifications for this appointment (include skills, activities, training, education):	My experience as a Bremerton Parks & Recreation Commissioner has given me insights & experience on the workings of Bremerton Parks
What are your community interests (committee,	I am a volunteer with Bremerton Citizens Auxiliary Patrol (BCAP) with Bremerton Police Department. I have been in this position for almost 10 years



organizations, special activities)?

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Please list any accommodations you need to perform volunteer duties:

I have received a pin from BPD for completing over 800 hrs as a volunteer.

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*We welcome your willingness to serve Bremerton.*

*Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request. Prior to release, the following information may be redacted pursuant to RCW 42.56.250(3): Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, identicard numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency.*

*Applicants are considered for appointment without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.*

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Updated 3/24/2020

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**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A3**

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**SUBJECT:**

Change Order Request with  
Performance Information Technologies  
for the Wastewater HMI Upgrade  
Project

Study Session Date:	August 13, 2025
COUNCIL MEETING Date:	August 20, 2025
Department:	PW&U
Presenter:	Eric Burris
Phone:	(360) 473-5448

**SUMMARY:**

Performance Integration Technologies was contracted to update our SCADA platforms. The project had two major objectives: allowing City staff to more efficiently utilize/program our SCADA system and for increased redundancy/security. The approved contract amount was \$87,262.64. The vendor has requested a change order in the amount of \$44,447.36 for a grand total of \$131,720 to complete the project.

**ATTACHMENTS:** Change Order Request Form from Performance Information Technologies

**FISCAL IMPACTS (Include Budgeted Amount):** Funding is available through Fund 454.

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

**RECOMMENDED MOTION:**

Move to approve the change order with Performance Information Technologies 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 NO. 1 AGREEMENT NO. 6692  
BETWEEN THE CITY OF BREMERTON AND PERFORMANCE  
INFORMATION TECHNOLOGIES, INC.**

**PROJECT** HMI UPGRADES- WWTP

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**THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE AGREEMENT (the "Contract") entered into between the City of Bremerton and Performance Information Technologies on May 9<sup>th</sup>, 2024**

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 Revised Exhibit A)

Section **II. Term**, is modified as follows:  
The Vendor shall complete the work described in this Contract Modification Agreement by August 31<sup>st</sup>, 2025.

Section **III. Compensation**, is modified as follows:  
The original contract amount was **eighty-seven thousand two-hundred seventy-two dollars and sixty-four cents. (\$87,272.6)**. The City shall pay the Vendor for the additional work described above, based on time and materials, an amount not to exceed **Forty-four thousand four hundred forty-seven dollars and thirty-six cents. (\$44,447.36)** for a total amended contract amount of **One-hundred thousand seven hundred and twenty dollars (\$131,720.00)**, including this Contract Modification.

**II.**

**Vendor accepts all requirements of this Contract Modification by endorsing below. Vendor further agrees that this Contract Modification constitutes full and final settlement of all of the Vendor'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 Vendor 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, Vendor 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 \_\_\_\_\_ (Initials and Date)**

**PERFORMANCE INFORMATION TECHNOLOGIES**

By: Greg Dubiel  
Print Name: Greg Dubiel \_\_\_\_\_  
Its: Engineering Director \_\_\_\_\_  
Date: 7/16/2025 \_\_\_\_\_

**THE CITY OF BREMERTON**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

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

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



Performance Information Technologies  
8201 164<sup>th</sup> Ave NE, Suite 200 • Redmond, WA  
98052

Phone: (425) 440-0626  
Website: [www.perfinfo.com](http://www.perfinfo.com)  
Email: [info@perfinfo.com](mailto:info@perfinfo.com)

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May 31<sup>st</sup>, 2025

**Billy Wendling**

City of Bremerton - WWTP

Phone: 360-979-9102

Email: [William.Wendling@ci.bremerton.wa.us](mailto:William.Wendling@ci.bremerton.wa.us)

**Subject: Change Order Request for City of Bremerton Wastewater HMI Upgrade**

Ref.: BRM001/240531/1

Dear Billy,

I hope this letter finds you well. I am writing to formally request a change order for the **Wastewater HMI Upgrade Project** we are currently executing under Goods and Services Agreement signed 5/9/2024 (City of Bremerton PO# 24131). Despite our best efforts to maintain the original project scope and budget, we have encountered several unforeseen technical challenges that have necessitated additional time and resources beyond our original estimates.

**Change Order Request Details:**

- **Request Date:** May 30, 2025
- **Original Estimate Amount:** \$79,920.00
- **Original Contract Amount:** \$87,272.64 (including sales tax although engineering and consulting services are not taxable in Washington state)
- **Requested Additional Amount:** \$43,937.50
  - 237.5 hours @ \$185/hour = \$43,937.50
- **Revised Total Contract Amount:** \$79,920.00 + \$43,937.50 = **\$123,857.50**

**Justification for Change Order:**

After thorough assessment of our project progress and challenges encountered, we have identified the following unforeseen technical issues that have significantly impacted our development timeline and resource allocation:

1. **Legacy Application Integrity Issues:** During our review of the legacy application, we encountered significant corruption issues in the legacy InTouch HMI application that were not

apparent during the initial assessment phase. These integrity issues either required additional diagnostic work and recovery efforts to properly extract and understand the application structure or resulted in less than adequate understanding of the application structure.

2. **Equipment Model Variance:** The original scope was based on an understanding of limited equipment model variance (such as different models of motors, valves etc.). However, upon detailed system analysis, we discovered substantially greater variance in motors and other equipment models than initially assumed. This required the development of additional templates and faceplates to accommodate all equipment variations, significantly increasing development time. All that said, we believe the new object-oriented HMI application developed using System Platform provides much better means to manage equipment variance going forward.
3. **Complex Legacy Tag Structure:** The structure of legacy tags proved to be more complex and in some cases misleading than what was evident during initial discovery. This complexity necessitated many interactive modeling sessions conducted over Zoom with City's Wastewater technical staff to ensure proper understanding and translation of functionality into the new system.
4. **Application Refinement:** Certain portions of the application were developed based on the initially discovered application structure but were later determined to be unnecessary or no longer in use. These components were subsequently removed from the final application, but the development time had already been invested.
5. **Iterative Optimization Process:** To ensure optimal performance of the new system, we implemented several data structure optimizations (applied to object templates, application hierarchical model etc.) through an iterative development approach. While these optimizations will ultimately benefit system performance and ongoing maintenance, they required additional development iterations beyond what was originally planned.
6. **Development Environment Constraints:** Until migration to the target SCADA application hosts, the development virtual machine experienced significant performance limitations that substantially slowed down the implementation of changes to the application. This technical constraint extended development time across all project phases.

These factors collectively resulted in additional labor hours that could not have been reasonably anticipated at the time of the original proposal. Our team has made every effort to mitigate these challenges efficiently while maintaining the quality standards expected for this project.

I am pleased to report that despite these challenges, the application development has been substantially completed and is now in its final stages of being prepared for commissioning. We hope this demonstrates our commitment to delivering this project successfully, even in the face of unforeseen obstacles.

We are committed to the successful completion of this project and believe this change order is necessary to address the genuine technical challenges encountered. We remain dedicated to delivering a high-quality system that meets all your operational requirements.

Please review this change order request at your earliest convenience. I am available to discuss any questions or concerns you may have and can provide additional documentation or clarification as needed.

Thank you for your understanding and continued partnership.

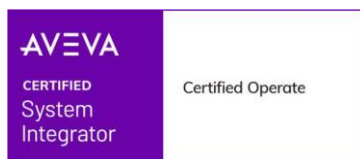
Sincerely,

Greg Dubiel  
Engineering Director  
Performance Information Technologies

Phone: (425) 440-0626

Mobile: (206) 369-4365

Email: [greg.dubiel@perfinfo.com](mailto:greg.dubiel@perfinfo.com)



Microsoft  
Partner



Attachments:

- Detailed breakdown of additional hours



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A4**

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**SUBJECT:**

Assignment and Assumption Agreement for  
Public Defense Services Agreement with  
Yelish, Barker, and Cunningham, PLLC

Study Session Date: August 13, 2025

COUNCIL MEETING Date: August 20, 2025

Department: Finance

Presenter: Melinda Monroe

Phone: (360) 473-5306

**SUMMARY:** The City would like to authorize the Assignment and Assumption of the current Public Defense Services Agreement to Yelish, Barker and Cunningham, PLLC.

**ATTACHMENTS:** 1) Assignment and Assumption Agreement; and 2) Amendment No. 5 to Professional Services Agreement with LaCross & Murphy *Added*

**FISCAL IMPACTS (Include Budgeted Amount):** within current annual budget

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

**RECOMMENDED MOTION:**

Move to approve the attached Assignment and Assumption Agreement with Yelish, Barker and Cunningham, PLLC 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



**ASSIGNMENT OF THE AGREEMENT FOR CITY OF BREMERTON  
PUBLIC DEFENSE SERVICES**

**FROM LaCross & Murphy, PLLC TO Yelish, Barker & Cunningham, PLLC**

THIS ASSIGNMENT OF CONTRACT is entered into on \_\_\_\_\_, 2025 by and between LaCross and Murphy, PLLC, hereinafter referred to as "Assignor," and Yelish, Barker and Cunningham, PLLC, hereinafter referred to as "Assignee", with the informed written consent of the City of Bremerton:

WHEREAS, heretofore the Assignor entered into an Agreement for Public Defense Services, City of Bremerton Contract No. 6039 ("Contract") with THE CITY OF BREMERTON, a copy of which Contract, together with any amendments, extensions, and/or renewals thereto, is attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, it is the desire of the parties hereto that Assignor shall assign to Assignee all of its right, title, and interest to said Contract; and

WHEREAS, Section 20 permits assignment of the Contract per the following language:

**"SECTION 20: ASSIGNMENT AND SUBCONTRACTING**

The Public Defender shall not assign or subcontract any of its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Said consent must be sought in writing by the Public Defender not less than fifteen (15) days prior to the date of any proposed assignment. Any subcontract made by the Public Defender shall incorporate by reference all the terms of this Agreement. The Public Defender shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Public Defender from liability under this Agreement, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract."; and

WHEREAS, the City of Bremerton and David LaCross, acting on behalf of the Assignor, have given informed, written consent for the Assignor to assign all its right, title, and interest in said contract to the Assignee, and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this assignment, and other good and valuable consideration, the sufficiency of which is acknowledged, it is hereby agreed by and between the parties as follows:

1. Assignment. Assignor does herewith assign to Assignee all its right, title, and interest in and to that certain Contract, known as the City of Bremerton Contract No. 6039, above described for the balance of the unexpired term of said Contract, including any renewal options, and subject to the performance of the covenants, conditions, and stipulations of said Contract. All other terms and conditions of the Contract shall remain the same.

2. Effective Date. This Assignment is effective as of August 1, 2025.

3. Release of Liability and Indemnification by the City. The City hereby releases Assignor from all claims, actions, suits, costs, losses, charges, damages, and expenses arising out of, or in relation to the Contract with respect to any matter occurring on or after July 19, 2025. The City retains all rights against Assignor for all claims, suits, losses, charges, damages, and expenses arising out of, or in relation to, the contract with respect to any matter occurring prior to July 19, 2025. Assignor shall continue to indemnify the City from all claims, actions, suits, costs, losses, charges, damages, and expenses arising out of, or in relation to the Contract with respect to any matter occurring prior to July 19, 2025.

4. Indemnification by Assignor. Assignor hereby agrees to indemnify and hold harmless Assignee from all claims, actions, suits, costs, losses, charges, damages, and expenses arising out of, or in relation to the Contract with respect to any matter occurring before the effective date of this Assignment.

5. Indemnification by Assignee. Assignee hereby agrees to indemnify and hold harmless Assignor from all claims, actions, suits, costs, losses, charges, damages, and expenses arising out of, or in relation to the Contract with respect to any matter occurring on or after the effective date of this Assignment.

6. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. Governing Law. This Assignment shall be considered to have been made in and shall be interpreted under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date set forth in Paragraph 2 above.

LaCross and Murphy, PLLC

Yelish, Barker & Cunningham, PLLC

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

CONSENT OF CITY OF BREMERTON

THE UNDERSIGNED DOES HEREBY CONSENT TO THE ABOVE AND FOREGOING ASSIGNMENT OF CONTRACT.

DATED: \_\_\_\_\_

CITY OF BREMERTON

\_\_\_\_\_  
Greg Wheeler, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Drew Pollom, Special Counsel

ATTEST:

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

**AMENDMENT 5 OF THE AGREEMENT FOR CITY OF BREMERTON  
PUBLIC DEFENSE SERVICES  
LaCross & Murphy, PLLC**

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

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

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

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

WHEREAS, on November 19, 2021, October 13, 2022, and June 11, 2024, the City and the Public Defender agreed to amend the original agreement updating the sections of the agreement outlining definitions, scope of work, defense standards, performance and qualifications and extending the term of the agreement; and

WHEREAS, on July 23<sup>rd</sup>, 2025, David LaCross has made known to the City that LaCross and Murphy can no longer provide services under this contract; and

WHEREAS, the City has agreed to transfer all Public Defense Cases currently assigned in the Bremerton Municipal Court to LaCross and Murphy to the City’s assigned on-call prime Public Defense provider; and

WHEREAS, the City of Bremerton has authority granted in Bremerton Municipal Code section 2.76.060 to enter into direct negotiation with an agency, firm or individual based on their recognized experience, knowledge and area of expertise, and has found acceptable the proposal and capacity of the Yelish, Barker & Cunningham, PLLC of 1963 Bethel Road SE, Port Orchard, Washington and is providing in writing per Section 20 of the original agreement authorization to assign this contract to the “Public Defender” as named herein;

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

- I.* The agreement as originally executed and modified and the duties within have been assigned and assumed by Yelish, Barker & Cunningham, PLLC in the attached Assignment and

Assumption agreement, incorporated herein as Exhibit A. Yelish, Barker, Cunningham PLLC is now referred to as, “the Public Defender” throughout this agreement.

**2. SECTION 5 (B): Minimum Attorney Qualifications** in the original agreement and as amended, is further amended by deleting it, in its entirety, and replacing it with the following:

1. Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar.
2. Every Public Defender attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each year's required continuing legal education credits shall be in courses relating to criminal law practice or other areas of law in which the Public Defender provides legal services to clients under the terms of this Agreement or as otherwise required by the Washington State Office of Public Defense. The Public Defender will maintain for inspection on its premises records of compliance with this provision.
3. The Public Defender may employ interns pursuant to Admission to Practice Rule (APR) 9. Case assignment to Rule 9 interns shall be limited based on the applicable caseload standards adopted in Section 2 of this Agreement. However, Rule 9 interns may not be used to supplant the services of an attorney assigned by the Public Defender to perform the services of this Agreement.
4. The Public Defender attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.
5. Unless prior written approval has been granted by the Contract Administrator, no attorney may provide services under this Agreement if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

**3. SECTION 6: PAYMENT** in the original agreement and as amended, is further amended by deleting it, in its entirety, and replacing it with the following:

A. The City shall pay the Public Defender for the services as specified in Section 4, Scope of Work, in the amount not to exceed \$37,500 monthly. This amount includes 2.5 (two and one half) full-time attorney's and one (1) legal assistant through the end of December 2025.

B. The City, having agreed and given consideration, shall make a payment of \$18,750 to the Public Defender upon the effective date of this amendment to provide the Public Defender funds to begin administering this contract. \$18,750 shall be credited against the monthly payment owed by the City to the Public Defender for August 2025.

C. In the event of failure to comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the

City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 13 of this Agreement.

D. Auxiliary benefits. In addition to the flat fee compensation, the City will reimburse required attorney training courses up to \$2,166 annually per attorney and the City will reimburse Public Defender for associated Attorney's Washington State Bar fees and dues up to \$500 annually per employee. The auxiliary benefits shall not exceed a total amount of \$8,000 annually and will be paid on a reimbursement basis for actual costs incurred. Reimbursement will be provided when an invoice and satisfactory support is received by the City. The Public Defender shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in herein. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth herein.

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

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

**4. SECTION 26: GENERAL CONDITIONS** in the original agreement and as amended, is further amended by deleting item M. Written Notices and replacing it with the following:

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: City Clerk

City of Bremerton

345 6<sup>th</sup> Street, Suite 100

Bremerton, WA 98337-1891

Notices to be sent to:

PUBLIC DEFENDER:

Attn: Laura Yelish, Esq.

Yelish, Barker & Cunningham, PLLC

1963 Bethel RD SE

Port Orchard, WA 98366

**5. SECTION 2: PUBLIC DEFENSE STANDARDS:** in the original agreement and as amended, is further amended by deleting item D. Responsibility for Expert Witness and Investigator fees and replacing it with the following:

Responsibility for professional services, expert witness, investigators, social workers, interpreters and language assistance providers: After approval by the Court, professional services fees including: expert witness fees, investigator fees, social service provider fees, language assistance provider fees, and interpreter fees will be paid by the City.

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

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

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

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

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

**CITY OF BREMERTON**

**YELISH, BARKER, CUNNINGHAM, PLLC**

\_\_\_\_\_  
GREG WHEELER, MAYOR

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Drew Pollom, Special Counsel

ATTEST:

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Angela Hoover, City Clerk



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A5**

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**SUBJECT:**

Renewal of Professional Services  
Agreement with Imperial Parking, Inc. for  
Parking Enforcement and Management  
Services

Study Session Date:	<u>August 13<sup>th</sup>, 2025</u>
COUNCIL MEETING Date:	<u>August 20<sup>th</sup>, 2025</u>
Department:	<u>Finance/IT</u>
Presenter:	<u>Melinda Monroe</u>
Phone:	<u>(360) 473-5306</u>

**SUMMARY:** The City would like to offer a renewal of the Parking Enforcement and management services agreement to Imperial Parking Services, Inc. / dba Impark.

**ATTACHMENTS:** Renewal PSA

**FISCAL IMPACTS (Include Budgeted Amount):** Included in 2026 Budget

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

**RECOMMENDED MOTION:**

Move to approve the agreement with Imperial parking services as presented 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  
PARKING ENFORCEMENT AND MANAGEMENT SERVICES**

THIS RENEWAL to the Professional Services Agreement dated July 1, 2011 (the effective date) between the City of Bremerton (“City”) and Imperial Parking (U.S.), Inc. (“Operator”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

WHEREAS, the City and Imperial Parking (U.S.), Inc. entered into a Professional Services Agreement (the “Services Agreement”) effective July 1, 2011, for parking services; and

WHEREAS, effective October 12, 2011, Imperial Parking (U.S.), Inc. converted from a corporation to a Delaware limited liability company known as Imperial Parking (U.S.), LLC and, by operation of law, assumed all the rights and obligations of Imperial Parking (U.S.), Inc. including, without limitation, those pursuant to the Services Agreement; and

WHEREAS, on January 20, 2016, the Parties entered into Contract Modification No. 1 (amendment) to the Services Agreement; and

WHEREAS, on August 1, 2016, the Parties entered into Contract Modification No. 2 (amendment) to the Services Agreement (the Services Agreement as thereby amended is herein called the “Agreement”); and

WHEREAS, on August 1, 2019, the Parties entered into Contract Modification No. 3 (amendment) to the Services Agreement (the Services Agreement as thereby amended is herein called the “Agreement”); and

WHEREAS, on December 10, 2019, the Parties entered into Contract Modification No. 4 (amendment) to the Services Agreement (the Services Agreement as thereby amended is herein called the “Agreement”); and

WHEREAS, on December 5, 2022, the Parties entered into Contract Modification No. 5 (amendment) to the Services Agreement (the Services Agreement as thereby amended is herein called the “Agreement”); and

WHEREAS, on March 24th, 2023, the Parties entered into Contract Modification No. 6 (amendment) to the Services Agreement; and

WHEREAS, on April 24th, 2023, the Parties entered into Contract Modification No. 7 (amendment) to the Services Agreement; and

WHEREAS, the Parties have agreed to enter into a renewal of the Services Agreement containing the following terms and conditions, which shall supersede all other amendments and agreements;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

## **RENEWAL OF PROFESSIONAL SERVICES AGREEMENT IMPERIAL PARKING (U.S.), LLC**

The City of Bremerton (“City”) and Imperial Parking (U.S.), LLC (“Operator”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

- I. Definitions:** For the purposes of this agreement and the Exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein when indicated within the text of the Services Agreement by being capitalized.
- a. **Downtown Core:** the streets and public right-of-way between Warren Avenue and 6th street, Bremerton, Washington and including the 600 block to the 900 block of Pacific Avenue and the 600 block to the 800 block of Park Avenue, Bremerton, Washington, 98337.
  - b. **Overtime enforcement action:** includes a chalk of a vehicle and the resulting actions necessary to determine if a warning, citation, impound or boot of a vehicle is warranted.
  - c. **Flat fee Monitoring and Parking Violation enforcement of On-street zones per Municipal Code 10.10.** Including Flat fee, monitoring and ticketing, random and on-call residential patrols. Location: Bremerton City Limits in all enforcement zones. Time: 7 days per week excluding City observed Holidays.
  - d. **Hourly Special Event Enforcement.** provide enforcement as needed and determined by the City for larger functions at the parking facilities. Normally, the attendants will be required for one hour before and until one hour after the scheduled start time for the event. Location: Bremerton City Limits Time: As needed/ requested basis only.
  - e. **Off-street Enforcement and Monitoring of City Owned Property in all zones per Municipal Code 10.10.** Location: Bremerton City Limits in all enforcement zones, City owned Garages and Lots, City Parks, City owned properties. Time: 7 days per week excluding City observed Holidays.
  - f. **Commuter Area Parking Enforcement.** Monitoring and parking violation enforcement on street in zoned areas impacted by commuter parking per Bremerton Municipal Code 10.10. Location: Bremerton City Limits in all enforcement zones as needed with enforcement minimums in Downtown Core, SW and SE Zones Time: 7 days per week excluding City observed Holidays.
- II. Scope:** The Operator agrees to perform the services more specifically described in the Scope of Work, dated January 1, 2026, 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. Operator 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.

- III. Term:** The term of this Agreement shall be five (5) years. The City and the Operator agree that work will begin on the tasks described in Exhibit A commencing January 1, 2026 through December 31, 2030.
- IV. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay Operator in an amount not to exceed a monthly amount of \$32,805.13. Operator's charges and bills shall conform to the fee schedule including applicable annual CPI increases, attached hereto as Exhibit C and incorporated herein by this reference. The Operator 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. The Operator's labor rates and billing fees shall be as delineated in Exhibit C. Operator 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. Operator shall only be compensated for additional services if requested pursuant to Section II and, if not otherwise provided, such compensation shall be in accordance with Exhibit C. 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 Operator of its obligations under this Agreement.
- V. Relationship of Parties:** Operator 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. Operator and its personnel are independent Operators and not employees of the City. Operator and its personnel have no authority to bind the City or to control the City's employees and other Operators. 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-Operators of the Operator. Operator will be solely and entirely responsible for its acts and for the acts of Operator's agents, employees, representatives and sub-Operators during the performance of this Agreement. As an independent Operator, Operator 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 Operator or its personnel. As an independent Operator, Operator 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 Operator.
- VI. Indemnification:**

A. The Operator shall indemnify and hold the City harmless from and against all claims, liabilities, costs, and expenses arising in connection with any negligence or intentional misconduct of the Operator, its employees, invitees, and any others for whom the Operator is at law responsible, except to the extent caused by the willful misconduct or negligent act or omission of the City.

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 Operator'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 Operator and the City, its officers, officials, employees, agents and volunteers, the Operator's liability hereunder shall be only to the extent of the Operator's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE OPERATOR'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.

**VII. Insurance:** The Operator 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 Operator, its agents, representatives, employees, sub-Operators or sub-Operators.

Before beginning work on the project described in this Agreement, the Operator 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. Crime and Employer's 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 Operator.

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 included as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Operator 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 Operator'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 Operator'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 Operator 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 Operator employs other Operators or Operators (sub-Operators or sub-Operators) as part of the work covered by this Agreement, it shall be the Operator's responsibility to require and confirm that each sub-Operator or sub-Operator meets the minimum insurance requirements specified above. The Operator 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.

Operator may meet the limits of insurance required under this Agreement through a combination of primary and excess coverage and that Operator shall include the City as an additional insured (rather than name the City).

## **VIII. General Conditions:**

A. Reports and Information: When requested by the City, Operator 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. Operator 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 Operator in connection with the services performed by the Operator under this Agreement will be safeguarded by the Operator to at least the same extent as the Operator safeguards like information relating to its own business. If such information is publicly available or is already in Operator's possession or known to it, or is rightfully obtained by the Operator from third parties, Operator shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Operator under this Agreement may be stored at Operator's office in Bremerton, Washington. Operator 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 Operator 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. Operator shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Operator or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

D. Work Performed at Operator's Risk: Operator shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-Operators in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Operator's own risk, and Operator 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 Operator shall perform the work authorized under this Agreement at its offices in Bremerton, 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:

Notices to be sent to:

CITY:

OPERATOR:

Attn: Finance Director  
City of Bremerton  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891

Attn: Kevin O'Connell  
Imperial Parking (U.S.), LLC  
1700 7<sup>TH</sup> Ave. STE 106  
Seattle, WA 98101

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: Operator 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 Operator without the written consent of the City shall be void.

**IX. Equal Employment Opportunity Statement:** In the hiring of employees for the performance of work under this Agreement, the Operator, its suboperators, or any person acting on behalf of Operator 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.



**X. 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.

**XI. Termination:** This Agreement may be terminated by written instrument upon mutual consent. Termination may be made by the City or Operator for convenience on ninety (90) day advanced written notice. Termination may be made by the City or Operator for convenience on ninety (90) day advanced written notice. 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. The City may withhold payment, until the corrective action is completed, but may not withhold payment longer than thirty (30) days after correction is completed.

In the event of termination, the City shall pay for all services performed by the Operator to the effective date of termination provided by such notice, and any applicable reimbursement pursuant to the provisions of Exhibit A. After termination, the City may take possession of all records and data within the Operator's possession pertaining to this project which may be used without restriction by the City. Any such use not related to the project which Operator was contracted to perform shall be without liability or legal exposure to the Operator.

**XII. Force Majeure.** Operator shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Operator's performance is prevented or delayed by Force Majeure. For purposes of this Agreement, the term Force Majeure shall mean any acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, strikes, lockouts or other industrial labor disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or causes, whether of the kind enumerated otherwise, that are not reasonably within the control of the Operator.

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

IMPERIAL PARKING (U.S.), INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Kylie J. Finnell, Bremerton City Attorney

By: \_\_\_\_\_  
Angela Hoover, City Clerk

## **EXHIBIT A: SCOPE OF SERVICES**

**Effective January 1, 2026**

### **I. OPERATIONS**

#### **A. GENERALLY.**

1. Operator shall be responsible for all aspects of recruitment and selection of parking enforcement personnel.

2. Limited Commission – Operator shall provide the City of Bremerton Police Department with all personnel information required to investigate and issue a Limited Commission in accordance with RCW and BMC chapter 10. The City shall review all information regarding a prospective parking enforcement employee prior to authorization of issuance of a Limited Commission and reserves the right to not offer commission. The operator shall ensure that all Parking Enforcement Officers maintain active limited commissions and notify City staff of any impending lapse of commission within 30 days of enforcement commission.

3. Operator shall provide all enforcement personnel with professional appearing uniforms including jackets. Uniform jackets and shirts shall have attached patches or emblems whether printed or sewn, on the sleeves with an emblem designating the wearer as official parking enforcement personnel. All enforcement personnel must carry photo identification and a copy of their commission while on duty. The operating company will have responsibility for the overall daily operation of the identified City-owned and leased parking facilities. The operating company will develop the staffing plan, operating procedures, and other portions of the policies and procedures necessary to operate the parking facilities in an efficient and cost-effective manner. A thorough working knowledge of the latest parking technology and systems, including but not limited to, validation programs, valet parking systems, and parking management practices is considered essential. The operating company will be expected to note problems or opportunities for improvement and make recommendations to the City's Designated Representative as to possible policy or operational changes. The operating company shall always maintain a high standard for personnel and performance, consistent with good customer relations. The operating company shall control the conduct, demeanor and performance of its employees to ensure that good, efficient and courteous service shall be furnished all users of the parking facilities on a fair, equal and non-discriminatory basis. Additionally, the operating company is specifically authorized to exercise such control as it deems reasonably necessary for the orderly, safe, sanitary and secure use thereof, and to prevent or discourage disturbances, illegal acts and violations of laws, regulations, ordinances and rules of the City.

**B. COMMUNICATIONS.** All enforcement personnel shall have ready access to their supervisor or appointee and to the Bremerton Police Department.

**C. MAINTENANCE.** The Operator shall notify the City of Bremerton facilities contact for removal of trash and debris or of other observed safety concerns. Notwithstanding anything to the

contrary in this Agreement, the parties agree and acknowledge that Operator is not responsible for (i) claims or liabilities to the extent caused by the acts or omissions of the City of Bremerton, third parties or its or their personnel, Operators, or agents or (ii) safety or repairs or maintenance to the structures or systems of the premises.

**D. RESPONSIBILITIES.** The Operator shall:

1. Issue time and date stamped parking ticket receipts for all electronic and/or manual pay parking stations and issue date and time stamp parking citations or other infractions at all enforcement locations.
2. Collect money for all parking stations whether from physical meters or from digital stations, parking permits, plus daily, monthly and event parking fees.
3. Ensure that all parking income collected by the operating company shall be accounted for and deposited at least one time weekly and no later than the last calendar day of calendar month revenue was remitted in, to the designated city account. Bank deposit slips, and reports and shall be submitted to the City Treasurer's Office at least one time weekly.
4. Invoicing of enforcement services will be itemized as applicable by: Enforcement Type, Enforcement Zone, location and date per Exhibits E & F, Enforcement Type Definitions and per Exhibit G City owned property, lots, garages and meters listings.
5. Issue parking citation violation tickets for parking violations when appropriate.
6. Implement, enforce, and acknowledge all City of Bremerton Parking Policies. Likewise, the City of Bremerton is responsible to communicate and share all applicable parking policies with Impark Employees and Limited Commission Parking Enforcement Officers and agents that service the City of Bremerton.

**E. ENFORCEMENT VEHICLES.** The City will provide at least one vehicle and at least one low speed vehicle(s), known as the City Vehicle(s), for enforcement during the term of this agreement. Additional vehicles the number, nature and type of enforcement vehicles, if any, (i.e.: scooters, bikes or other) is solely discretionary with the Operator. The Operator will be responsible for holding at their expense Automobile Liability coverage for the City vehicle(s) while providing services to the City, including Comprehensive and Collision liability policies, a General Liability policy, and an Umbrella liability policy insurance coverage at the minimums outlined in Section VII. of the Services Agreement for the duration of this agreement as amended. The Operator will be responsible to provide regular maintenance services on City vehicles utilized by the operator with reimbursement available by the City in each billing cycle or at the City's discretion and direction the City may provide direct maintenance. The Operator will fuel City vehicles via a City owned Fuel Card or electric charging station and accept liability for all agents and employees of the operator that have access to assigned Fuel Card, use and charge of electric vehicle, and the City Vehicle(s).

**II. SCOPE OF REQUESTED SERVICES AND SERVICE FEE**

**A. FLAT FEE MONITORING AND TICKETING:**

Operator shall provide monitoring and ticketing services enforcing the parking codes of the City of Bremerton, in all enforcement zones with not less than the following

frequencies for the following enforcement types:

1. **DOWNTOWN CORE ENFORCEMENT:** Downtown Zone for on-street restricted parking in the Downtown Core: Not less than three times daily, Monday – Saturday excluding City Holidays, with an annual average minimum of one-hundred and sixty (160) hours per month. Additionally, there shall be at least one (1) full overtime enforcement action patrol, including chalking and resulting citations, throughout the Downtown Core and to the end of the 900 Block of Pacific Avenue Monday - Saturday. This enforcement type is reimbursed via the agreed upon flat fee amount.

Flat fee hours for the Downtown Core Enforcement shall be covered under the monthly flat fee rate of: \$7,520.00

2. **RANDOM RESTRICTED RESIDENTIAL ENFORCEMENT:** the operator will schedule random checks in all residential enforcement zones for an annual average minimum of one-hundred and twenty (120) hours per month, Monday through Sunday, excluding City Holidays. Included in this response is Right-of-way violation enforcement actions. This enforcement type is reimbursed via the agreed upon flat fee amount.

Flat fee hours for the Random On-Call Enforcement shall be covered under the monthly flat fee rate of: \$5,637.70

3. **EAST ZONE ENFORCEMENT:** included in this type of enforcement provided at not less than one times daily, Monday – Saturday excluding City Holidays, with an annual average minimum of one-hundred and twenty (120) hours per month.

Flat fee hours for the East Zone Enforcement shall be covered under the monthly flat fee rate of: \$1,146.00

4. **ON-CALL ENFORCEMENT** in all zones will be based on complaint basis only response. Monthly Invoice will define the enforcement type, hours and location. More than forty (40) hours per month requires City approval.

Flat fee hours for the On-Call Enforcement shall be covered under the monthly flat fee rate of: \$1,879.23

5. **COMMUTER PARKING ENFORCEMENT:** On-street parking enforcement in the commuter impacted zones at not less than one-hundred and sixty (160) hours per month. Locations include the SW Zone, the SE Zone and the Downtown core related to all Puget Sound Naval Shipyard Access points.

Flat fee hours for the Commuter Zone Enforcement shall be covered under the monthly flat fee rate of: \$3,690.20

6. **CITY OWNED GARAGES:** Provide parking enforcement and management in City-owned Garages. Garages will receive not less than twice daily reviews and one daily overtime enforcement action, Monday through Sunday. Garages will receive one (1) daily timed enforcement. Flat fee enforcement for City Owned Off-street lots and, Garages shall be covered under the monthly flat fee rate of:

\$3,184.00

7. CITY OWNED SURFACE LOTS AND PARKS: Provide parking enforcement and management in City-owned surface lots. Paid lots will receive 1 daily timed-enforcement action. This does not include repair and maintenance of lot meters. Park property will receive an annual average enforcement of not less than sixty (60) hours per month during park hours of operation. Park Property enforcement will occur at the parks identified by the Parking Enforcement office manager and at the office manager's discretion.

Flat fee enforcement for City-owned on-street lots shall be covered under the monthly flat fee rate of: \$2,748.00

8. VEHICLE IMMOBILIZATION: in all zones will be based on Enforcement Officer recommendation for vehicles that qualify per the Bremerton Municipal Code. A minimum of fifteen (15) hours per month will be provided and more than eighty (80) hours per month will require City approval.

Flat fee hours for the On-Call Vehicle Immobilization Enforcement shall be covered under the flat fee rate of: \$ 400.00

Parking enforcement types and hours of this Section A shall be covered under the monthly Flat fee total rate of: \$ 26,205.13\*

\*Service Fee Adjustments: An annual increase will be applied to the rates in Section II. Scope of Requested Service and Service Fee. A. Effective upon the annual contract anniversary date, 2027, the increase shall be based on the Consumer Price Index-W change for Seattle-Tacoma-Bremerton, All Urban Consumers 1982-84 (CPI-U) as published by the US Department of Labor, Bureau of Labor Statistics for June of the year of increase. The annual increase factor will be limited by a cap of 8% in any given year.

## **B. HOURLY RATE ENFORCEMENT SPECIAL EVENTS.**

The operator will be required to provide supplemental parking attendants (one per floor, 2 attendants) as needed and determined by the City for larger functions at the parking facilities. Scheduling requests for operator presence at such events will occur at least 1 month prior to the event. It is currently estimated that there will be 20± such events annually. Normally, the attendants will be required for one hour before and until one hour after the scheduled start time for the event. Reporting of hours and number employee worked with the date and name of the event will be provided with invoicing. Additional attendants as needed and requested at the following hourly rate per attendant:

Hourly Rate per Attendant: \$23.75\*

\*Service Fee Adjustments: An annual increase will be applied to the rates in Section II. Scope of Requested Service and Service Fee. B Special Events Only. Effective upon the annual contract anniversary in 2027, the increase shall be based on the Consumer Price Index-W change for

Seattle-Tacoma-Bremerton, All Urban Consumers 1982-84 (CPI-U) as published by the US Department of Labor, Bureau of Labor Statistics for June of the year of increase. The annual increase factor will be limited by a cap of 8% in any given year.

### **C. OFFICE ADMINISTRATIVE SERVICES**

The operator will be required to maintain an office in the City of Bremerton Downtown Core five days a week, open not less than 7 hours a day. The specific days and hours to be negotiated with the city Designated Representative. The City will provide contact information to the operator for specific City departmental representative communications to be used by the operator to notify city divisions as appropriate. The City will reimburse lease cost in a mutually agreed amount not to exceed \$1,800.00 per month. Should the City terminate this Agreement without cause prior to the expiration of Operator's lease agreement, the City agrees to reimburse the Operator's costs of the lease in an amount not to exceed \$1,800.00 per month for the term of the lease. The City will provide garbage service. Operator will be responsible for electricity, water (if any), phone, business license and all other costs.

- a) The city will also provide space for storing of up to 3 vehicles.
- b) Operator shall maintain local phone number and e-mail address for receipt of public requests comments and complaints that will be monitored daily Monday – Friday, except City Holidays. Office Support: Customer Service support for 6 hours per day during normal business hours Monday through Friday, except City Holidays.
- c) Personnel. The operator shall be required to separate personnel so that no individual has responsibility or access for enforcement, repair and/or revenue collection from pay stations.

### **D. RESIDENTIAL PERMITS AND ADMINISTRATION:**

1. Residential, street and parking garage permits, will be managed and issued by Operator at office or online during normal business hours. Operator would issue residential permits types as outlined in the Bremerton Municipal Code, or in accordance with City contracts and policy.

2. Operator shall assume responsibility for updating and maintaining the Residential Parking Permit Program database and any other permit databases.

3. Residential Permits are currently issued for five (5) residential Parking Permit Areas and one (Downtown, NW, NE, SW, SE) "Permit Only" zone.

4. Office Administration in support of permits and citation issuance shall be provided at full-time hours

Monthly Flat Rate: \$1,200.00

### **E. MANAGEMENT, REPAIR & MAINTENANCE OF ELECTRONIC PAY STATIONS OR ONLINE PAYMENT OPTIONS**

1. City Parking Pay stations. The electronic pay stations or equivalent shall have debit/credit card, real time authorization, coin and bill capabilities. Said equipment and software shall be repaired and maintained at a standard not less than set forth in Exhibit C as amended, of

the Services Agreement.

Garages (3 locations).

Lot 90: Conference Center at 1<sup>st</sup> & Washington (6 stations on second and third floor levels)

Lot 91: Washington Avenue Garage - between Fourth & Fifth Streets (2 stations on first floor level and vestibule)

Lot 92: Park Avenue Plaza (5 stations on two levels)

On Street/Off Street Surface Parking (7 Electronic Pay Stations maintenance and collection)

The monthly rate payable by the City to Operator for, repair and maintenance of electronic pay stations. \$100 per meter per month per meter

Total Monthly Rate with current 20 meters: \$2,000

2. Meter Damage. If a meter or Pay station sign is damaged beyond replacement or maintenance standards the meter will be replace at cost to the City. The operator is responsible to order replacement meters and assist with the coordination of installation and invoicing. The City will pay for installation and utilize warranty agreements as available.

3. Use of Affiliates. The City acknowledges and agrees that Operator may from time-to-time purchase goods, supplies and services from or through Operator and its Affiliates. If an Affiliate performs services Operator is required to provide under this Agreement, Operator shall be ultimately responsible to the City for Operator's Affiliate's performance. For purposes of this Agreement, "Affiliates" means any entity directly or indirectly controlled by, controlling or under common control with Operator.

**F. REVENUE REMITTANCE AND REPORTING.**

1. Revenue Collection. The Operator shall process all revenues collected pursuant to this Agreement as follows:

a) Meter Revenue (On-Street and Off-Street). Cash revenues shall be collected at least once per week and deposited directly to City's bank account.

b) Credit Card Revenues (On-Street and Off-Street). shall be processed through the City's merchant account or account held for the City by the operator whichever holding arrangement results in savings for the City.

c) Pay by Phone or other Payment Collection Software System (On-Street and Off-Street). Revenues shall be deposited to Operator's account or the City's Merchant account and be remitted to the City on or before the 15th of each month with respect to the preceding calendar month.

d) Monthly Parking. Revenues shall be deposited to the Operator's bank account and remitted to City on or before the 15<sup>th</sup> of each month with respect to the proceeding calendar month, after deduction by Operator of all credit card account fees.

e) Violations fees from City controlled parking areas. Fines from these



sources will be processed by the Operator using equipment, supplies and software provided by the City and all revenues will be received directly by the City and not by the Operator.

f) Violations fees from metered parking areas. Fines from these sources will be processed by the Operator using equipment and stationery provided by the City and all revenues will be received directly by the City and not by the Operator.

g) Leasehold Tax. The City shall be responsible for the remittance of any parking tax and any applicable Washington State sales taxes for all revenues received and remitted by the Operator on the City's behalf, and the City hereby releases and agrees to indemnify Impark with respect of any claims, actions, liabilities, penalties, costs and expenses suffered by Impark arising out of the City's failure to do so. This indemnity is limited to the City's taxing responsibilities under this Agreement and shall survive the expiration or earlier termination of this Agreement. The Operator shall be responsible for its own parking and Washington state sales taxes, if applicable, on revenues it retains under section 1.b). All other taxes associated with its business operations are the sole responsibility of the respective parties.

2. Reporting. On or before the 15<sup>th</sup> day of each month, the Operator will give the City a statements and performance reports for the preceding calendar month setting out all revenues collected by the Operator as contemplated in paragraphs 1.b) for such month and the amount of any permitted deductions (the "Statement") and will deposit the net revenue to the City's bank account. The Statement shall be deemed to be correct unless the City provides Operator with written notice of any errors or omissions within ninety (90) days of the Statement date.

- i. Monthly reporting will include at minimum: the number of enforcement hours worked in the month by zone; the vacancy by lot including metered daily lots; the numbers of permit holders by lot; the number of individuals on monthly permit waitlists; daily parker metered usage by lot.
- ii. Monthly parking lot permit reports should show monthly purchased permits and terminations, monthly vacancy by permit type; monthly waitlist numbers added and pulled from waitlist.
- iii. Monthly reporting/statements should show revenue by meter, by pay phone apps, or other online payment software, and by monthly permitted parking.

**Equipment Maintenance Standards and Locations:** Electronic Pay Stations or digital pay stations equipment and software shall be maintained in accordance with the following standards:

1. No pay station will be out of service for more than 10 consecutive system operating hours for lack of replacement part;
2. Units will be out of order no more than 1 % of system operating hours per year;
3. Each machine has a sixty day burn in period before standards apply;
4. The City has right to demand that a unit be replaced within one business day if unit experiences system failure that cannot be corrected in field or exceeds average equipment failure rate (1%) by 50%;
5. Less than 1% of receipt paper replenishment or coin collection notice shall result in

machine being out of service;

6. Performance standards are related to performance while operating in temperature range of -13 to 130 degrees (Fahrenheit) and 97% non-condensing humidity;

7. Access to associated operating systems, reporting and software per the manufacturer's standards and intent of operation.

## Meter Locations by Lot

LOT 90 - Harborside KCC	Number of Meters	Accepts Cash	Zone	Type
	6	Yes	Downtown	Garage
LOT 91 - Washington Ave	Meter Number		Zone	Type
	2	Yes	Downtown	Garage
LOT 92 - Park Plaza	Meter Number		Zone	Type
	5	Yes	Downtown	Garage
*LOT 93 – 4 <sup>TH</sup> & Warren	Meter Number		Zone	Type
	1	Yes	SE	On street
LOT 94 – 5 <sup>th</sup> & Warren	Meter Number		Zone	Type
	1	No	SE	on-street
LOT 95 - 4th & Park -	Meter Number		Zone SE	Type
	1	Yes		Off-street
*LOT 96 - Burwell & Warren	Meter Number		Zone	Type
	1	No	SE	Off-street
*LOT 97 -Chester & Gregory -	Meter Number		Zone	Type
	1	No	SE	on-street
*LOT 98 -5TH St.	Meter Number		Zone	Type
	1	No	SE	off-street
*LOT 99 - Venetta & 4th	Meter Number		Zone	Type
	0	No	SE	On-street
LOT 100 -4th & High	Meter Number		Zone	Type
	1	No	SE	On-street

## Enforcement Zones: Map

\*East Zone extends to entire East Bremerton Annexed Area

\*NW Zone encompasses Port Orchard Annexed Area



## EXHIBIT B: SCHEDULE

Effective 1/1/2026 through 12/31/2030

### Downtown Core Enforcement:

3 times daily – Monday through Saturday	Annual average of 160 hours per month*
Random Restricted Residential	
Monthly through all residential enforcement zones	Annual average of 120 hours per month*

On-Call – Customer Service Response	
In all enforcement zones	Annual Average of 40 hours per month*

Commuter Parking	
All commuter impacted zones	Annual Average of 160 hours per month*

\*Minimum

City owned Lots*, Garages and Parks	
Garages and Lots	1 daily timed enforcement Monday – Saturday
Park Property	Annual average of 60 hours per month minimum

Meter Maintenance/collection	Cash collections and maintenance at minimum weekly
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Vehicle Immobilization	15 hours minimum
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All zones per Enforcement officer recommendation	
Monday through Wednesday	Annual Average of 120 hours per month maximum

\*Includes on street lots

Administrative services will be provided Monday through Friday between the hours of 8 am to 5 pm with customer service hours between 9 am and 4 pm.

Holiday schedule will follow the City of Bremerton recognized holidays

## EXHIBIT C: RATES AND FEES TABLE

### FLAT FEE MONITORING AND TICKETING

Enforcement fee types and rates	Monthly Rate
Downtown core	\$7,520.00
Random restricted residential	\$5,637.70
East zone	\$1,146.00
On-call all zones	\$1,879.23
Commuter Parking	\$3,690.20
City owned garages	\$3,184.00
City owned lots and parks	\$2,748.00
Vehicle Immobilization	\$ 400.00
Total	\$26,205.13*

### HOURLY ENFORCEMENT

Special Events	\$23.75/hour*
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### ADMINISTRATIVE SERVICES

Service Type	Monthly Rate
Residential permits	\$1,200.00
Customer support	\$1,800.00
Monthly lot and garage permits	
Revenue Remittance and Reporting	
Meter management repairs and maintenance	\$100 per meter per month
Leased space reimbursement	\$1,600
Materials and supplies	Cost Reimbursement basis
Estimated Total Monthly cost	\$32,805.13* <sub>assuming 20 meters</sub>

\*Service Fee Adjustments: An annual increase will be applied to the rates in Section II. Scope of Requested Service and Service Fee. A and B. Special Events, only. Starting in 2027, the increase shall be based on the Consumer Price Index-W change for Seattle-Tacoma-Bremerton, All Urban Consumers 1982-84 (CPI-U) as published by the US Department of Labor, Bureau of Labor Statistics for June of the year of increase. The annual increase factor will be limited by a cap of 8% in any given year.